



Posted: Friday, August 09, 2019

NOTICE AND CALL OF A REGULAR MEETING OF THE TRINIDAD CITY COUNCIL

The Trinidad City Council will hold a regular meeting on
WEDNESDAY, AUGUST 14, 2019, at 6:00 PM

In the Trinidad Town Hall, 409 Trinity Street, Trinidad, CA

CLOSED SESSION BEGINS AT 5:00PM

- I. **CALL TO ORDER**
- II. **ADJOURN TO CLOSED SESSION**
 1. *Conference with legal counsel regarding active litigation. Tsurai Ancestral Society vs. City of Trinidad. Pursuant to California Government Code section 54956.9(a)*
 2. *Real estate negotiations between the City of Trinidad and Verizon Wireless regarding the Trinidad Head cell site. Pursuant to California Government Code section 54956.8*
- III. **RECONVENE TO OPEN SESSION**
- IV. **PLEDGE OF ALLEGIANCE**
- V. **APPROVAL OF AGENDA**
- VI. **APPROVAL OF MINUTES** – *No Minutes to approve. 07-10-19, 07-31-19 will be reviewed in Sept.*
- VII. **COUNCIL REPORTS/COMMITTEE ASSIGNMENTS**
- VIII. **STAFF REPORTS** – *City Manager & Law Enforcement*
- IX. **ITEMS FROM THE FLOOR**

At this time, members of the public may comment on items NOT appearing on the agenda. Individual comments will be limited to 3 minutes or less. Comments should be directed to the Council as a whole and not to individual Council Members or staff. Council and staff responses will be minimal for non-agenda items.
- X. **CONSENT AGENDA**

All matters on the Consent Agenda are considered routine by the City Council and are enacted in one motion. There is no separate discussion of any of these items. If discussion is requested by any Council member, that item is removed from the Consent Calendar and considered separately. A single opportunity for public comment on the Consent Agenda is available to the public.

 1. Staff Activity Report – July 2019
 2. Financial Statements June 2019
 3. Law Enforcement Report July 2019
 4. Audit Engagement Letter for 2018-2019 FY Audit
- IX. **DISCUSSION/ACTION AGENDA ITEMS**
 1. Discussion/Decision regarding Resolution 2019-10; Recognizing the Trinidad Art & Music Festival in Trinidad, August 10-12 and 17-19, 2019.
 2. Discussion/Decision regarding Resolution 2019-11: Changing Regular Council Meeting Dates
 3. Discussion/Decision regarding Amending the City Code of Ethics to include Committees
 4. Discussion/Decision regarding Town Hall Solar Project, Loan Application and Authorize Bid Process
 5. Discussion/Decision regarding Request for Expedious Response and Enforcement of STR Complaints
- X. **FUTURE AGENDA ITEMS**
- XI. **ADJOURNMENT**

APPROVAL OF MINUTES FOR:

Supporting Documentation follows with: 0 PAGES

*July meeting minutes (July 10 & 31) will be submitted for review at the
regular meeting in September.*



CONSENT AGENDA ITEM 1

SUPPORTING DOCUMENTATION FOLLOWS WITH: 2 PAGES

1. Staff Activity Report – July 2019

STAFF ACTIVITIES REPORT – JULY 2019

Wednesday, August 14, 2019

Administrative – Clerk's Office

The first half of July was dedicated to transitioning to a new fiscal year; ensuring the new budget is transmitted to the accountant, fielding various year-end requests for data from outside agencies (both government and statistical), and closing out the previous fiscal year filing systems. A considerable amount of time was dedicated to providing the public with information regarding the status of cellular facilities – both the existing site on Trinidad Head and the proposed temporary site on Berry Road. The Planning Commission hearing on July 17 on the proposed AT&T site peaked the public's interest significantly.

The second half of July was intake-heavy; building permits and referrals, quarter ending occupancy tax returns, cemetery plot purchases, business license questions, data requests, and numerous issues/questions from water customers about their summer water bills. Also frequent inquiries in July were tourists looking for information and residents expressing concern over vehicle and traffic safety.

Public Works – Water Department

- Fixed an irrigation leak at Saunders park
- Installed 3-way signs at two intersections
- Closed Van Wycke trail
- Installed warning sign at the top of Axel Lindgren trail
- Maintained grounds/trails
- Leak investigations on Wagner
- Secured a contractor to put a new meter on Berry road
- Regular waste disposal and building maintenance

Treatment Plant is operating normally. The water demand went up earlier in the month so we upped our flow to 80 gallons per minute. Filters 1, 2, and 3 are operating optimally. Our latest results for the second quarter for disinfection byproducts came in well under the maximum contamination levels. Creek flows are dropping normally for the time of year. Right now the creek flows are at 2cfs. We are currently performing 1 to 2 filter backwashes per month.

See attached for City Engineer's Report

Trinidad City Clerk

From: Josh Wolf <Josh.Wolf@ghd.com>
Sent: Tuesday, July 09, 2019 4:26 PM
To: Trinidad City Clerk; 'Trinidad City Manager (Dan)'; 'rpricehall'
Subject: RE: Call for Projects - 2% Bicycle & Pedestrian Call for Projects
Attachments: Staff Report from 04-10-19 cc packet.pdf; Resolution 19-11_2% Bike and Ped.pdf; 2% Bike and Ped signed letter.pdf

Eli,

I recalled that this item was on the April 10, 2019 Council agenda (see attached staff report), and that the suggested action was for Council to authorize staff to submit a funding request to HCAOG, and that if awarded authorize the City Manager to proceed with implementation. The motion from the meeting was consistent with this so I don't think any additional Council action is needed in order to proceed.

Maybe at this point all that is needed is a quick update to Council:

- At the 4/10/19 meeting, Council authorized staff to submit a request to HCAOG to fund the installation of a user-activated flashing light system to supplement the crosswalk warning signs on Trinity Street in front of the Elementary School. The estimated cost of the system was \$16,000. The improvement was recommended by the City Engineer to improve the crosswalk visibility and safety and to address concerns identified by the school's Principal. At the 4/10/19 meeting, Council also authorized the City Manager to proceed with implementation if funding was awarded by HCAOG.
- At HCAOG's May 16, 2019 Board Meeting, the City of Trinidad was awarded \$14,000 for installation of the enhanced crosswalk system. The funds will be provided to the City on a reimbursement basis.
- Should the cost of the system exceed the \$14,000 provided by HCAOG, the City has additional sources of transportation funding that they can utilize (Gabe can provide the specific sources).
- The City plans to move forward with the design and procurement of a contractor over the next month with the goal of installing the system in August.

Motion from 4/10/19 Council Meeting

***Motion (Miller/West) to authorize staff to submit a request to HCAOG for the 2% Bicycle and Pedestrian fund an enhanced crosswalk system on the Trinity Street crosswalk in front of Trinidad Union Elementary and if awarded authorize the City Manager and staff to proceed with implementing the project** Passed*

Let me know if this is enough information or if you need something more specific.

Thanks,
Josh

Josh Wolf, PE

GHD

T: 707 443 8326 | E: josh.wolf@ghd.com

From: Trinidad City Clerk <cityclerk@trinidad.ca.gov>
Sent: Friday, May 3, 2019 1:45 PM



CONSENT AGENDA ITEM 2

SUPPORTING DOCUMENTATION FOLLOWS WITH: 9 PAGES

2. Financial Statements June 2019

City of Trinidad
Statement of Revenues and Expenditures - GF Revenue
From 6/1/2019 Through 6/30/2019

	Current Month	Year to Date	Total Budget - Original	% of Budget	
Revenue					
41010	PROPERTY TAX - SECURED	0.00	94,263.47	92,000.00	2.46%
41020	PROPERTY TAX - UNSECURED	0.00	3,821.62	3,400.00	12.40%
41040	PROPERTY TAX-PRIOR UNSECURED	0.00	20.27	50.00	(59.46)%
41050	PROPERTY TAX - CURRENT SUPPL	0.00	1,076.34	1,300.00	(17.20)%
41060	PROPERTY TAX-PRIOR SUPPL	0.00	169.95	200.00	(15.03)%
41070	PROPERTY TAX - FINES	0.00	359.39	500.00	(28.12)%
41071	MOTOR VEHICLES	0.00	0.00	500.00	100.00)%
41110	PROPERTY TAX EXEMPTION	0.00	1,004.55	1,300.00	(22.73)%
41130	PUBLIC SAFETY 1/2 CENT	0.00	1,078.19	1,900.00	(43.25)%
41140	PROPERTY TAX - DOCUMENTARY RE	0.00	2,663.93	4,500.00	(40.80)%
41190	PROPERTY TAX ADMINISTRATION FE	0.00	(2,356.00)	(2,300.00)	2.43%
41200	LAFCO Charge	0.00	(508.57)	(1,850.00)	(72.51)%
41220	IN LIEU VLF	0.00	16,125.00	30,000.00	(46.25)%
42000	SALES & USE TAX	17,052.68	227,737.44	245,000.00	(7.05)%
43000	TRANSIENT LODGING TAX	2,515.00	99,884.02	138,000.00	(27.62)%
46000	GRANT INCOME	0.00	0.00	120,000.00	100.00)%
46100	Measure Z Grant Income	0.00	0.00	75,000.00	100.00)%
47310	VEHICLE LICENSE COLLECTION	0.00	176.39	0.00	0.00%
53010	COPY MACHINE FEE	0.00	118.25	50.00	136.50%
53020	INTEREST INCOME	7,235.01	39,000.33	15,000.00	160.00%
53090	OTHER MISCELLANEOUS INCOME	2,322.00	11,814.85	2,500.00	372.59%
54020	PLANNER- APPLICATION PROCESSIN	1,500.00	29,171.37	9,000.00	224.13%
54050	BLDG. INSP-APPLICATION PROCESSI	313.25	11,461.80	10,000.00	14.62%
54100	ANIMAL LICENSE FEES	45.00	400.00	200.00	100.00%
54150	BUSINESS LICENSE TAX	130.00	8,635.00	9,500.00	(9.11)%
54170	STR License Fee (Short Term Rental)	0.00	9,000.00	8,000.00	12.50%
54300	ENCROACHMENT PERMIT FEES	0.00	400.00	400.00	0.00%
56400	RENT - VERIZON	2,536.35	31,891.02	49,600.00	(35.70)%
56500	RENT - HARBOR LEASE	0.00	5,000.00	5,200.00	(3.85)%
56550	RENT - PG& E	0.00	8,882.62	10,000.00	(11.17)%
56650	RENT - SUDDENLINK	0.00	6,771.51	6,500.00	4.18%
56700	RENT - TOWN HALL	0.00	2,490.00	6,500.00	(61.69)%
	Total Revenue	33,649.29	610,552.74	841,950.00	(27.48)%

City of Trinidad
Statement of Revenues and Expenditures - GF Expense
201 - GFAdmin
From 6/1/2019 Through 6/30/2019

		Current Month	Year to Date	Total Budget - Original	% of Budget
Expense					
60900	HONORARIUMS	200.00	2,450.00	3,500.00	30.00%
61000	EMPLOYEE GROSS WAGE	9,922.42	111,879.38	126,315.00	11.43%
61470	FRINGE BENEFITS	0.00	346.20	0.00	0.00%
65100	DEFERRED RETIREMENT	917.24	11,790.60	15,158.00	22.22%
65200	MEDICAL INSURANCE AND EXPENSE	1,307.05	14,269.44	25,940.00	44.99%
65250	Health Savings Program	16.63	442.07	0.00	0.00%
65300	WORKMEN'S COMP INSURANCE	0.00	10,943.18	4,737.00	(131.01)%
65500	EMPLOYEE MILEAGE REIMBURSEMENT	38.57	695.48	500.00	(39.10)%
65600	PAYROLL TAX	820.16	9,439.93	10,823.00	12.78%
65800	Grant Payroll Allocation	(138.93)	(8,781.99)	(5,500.00)	(59.67)%
68090	CRIME BOND	0.00	487.50	500.00	2.50%
68200	INSURANCE - LIABILITY	0.00	(5,584.18)	12,400.00	145.03%
68300	PROPERTY & CASUALTY	0.00	5,437.90	4,800.00	(13.29)%
71110	ATTORNEY-ADMINISTRATIVE TASKS	0.00	2,953.50	10,000.00	70.47%
71130	ATTORNEY-LITIGATION	0.00	0.00	10,000.00	100.00%
71210	CITY ENGINEER-ADMIN. TASKS	653.50	3,422.79	3,000.00	(14.09)%
71310	CITY PLANNER-ADMIN. TASKS	14,451.62	71,094.60	51,000.00	(39.40)%
71410	BLDG INSPECTOR-ADMIN TASKS	0.00	6,448.92	7,000.00	7.87%
71510	ACCOUNTANT-ADMIN TASKS	1,811.05	16,699.43	15,000.00	(11.33)%
71620	AUDITOR-FINANCIAL REPORTS	0.00	14,068.55	14,500.00	2.98%
72000	CHAMBER OF COMMERCE	0.00	14,010.00	15,000.00	6.60%
72100	BAD DEBTS	0.00	750.00	0.00	0.00%
74200	REIMBURSED GRANT ADMIN EXP	0.00	(181.10)	0.00	0.00%
75110	FINANCIAL ADVISOR/TECH SUPPORT	70.00	1,605.75	3,000.00	46.48%
75160	LIBRARY RENT & LOCAL CONTRIB.	2,068.08	2,568.08	500.00	(413.62)%
75170	RENT	750.00	9,000.00	9,000.00	0.00%
75180	UTILITIES	872.12	11,507.18	8,250.00	(39.48)%
75190	DUES & MEMBERSHIP	550.00	718.00	750.00	4.27%
75200	MUNICIPAL/UPDATE EXPENSE	105.00	4,100.74	4,000.00	(2.52)%
75220	OFFICE SUPPLIES & EXPENSE	268.82	6,376.72	6,500.00	1.90%
75240	BANK CHARGES	0.00	55.00	200.00	72.50%
75280	TRAINING / EDUCATION	0.00	0.00	1,000.00	100.00%
75300	CONTRACTED SERVICES	0.00	5,346.06	8,000.00	33.17%
75990	MISCELLANEOUS EXPENSE	1,820.94	1,820.94	500.00	(264.19)%
76110	TELEPHONE	289.59	2,722.21	1,800.00	(51.23)%
76130	CABLE & INTERNET SERVICE	217.20	2,589.94	3,500.00	26.00%
76150	TRAVEL	0.00	0.00	1,500.00	100.00%
78170	SECURITY SYSTEM	258.00	744.00	500.00	(48.80)%
78190	MATERIALS, SUPPLIES & EQUIPMEN	0.00	0.00	2,000.00	100.00%
	Total Expense	37,269.06	332,236.82	375,673.00	11.56%

City of Trinidad
Statement of Revenues and Expenditures - GF Expense
301 - Police
From 6/1/2019 Through 6/30/2019

		Current Month	Year to Date	Total Budget - Original	% of Budget
Expense					
61000	EMPLOYEE GROSS WAGE	437.82	4,666.10	5,656.00	17.50%
65100	DEFERRED RETIREMENT	34.32	450.97	679.00	33.58%
65200	MEDICAL INSURANCE AND EXPENSE	23.45	259.69	0.00	0.00%
65250	Health Savings Program	0.50	6.33	0.00	0.00%
65300	WORKMEN'S COMP INSURANCE	0.00	216.26	212.00	(2.01)%
65600	PAYROLL TAX	35.80	389.84	485.00	19.62%
75170	RENT	750.00	9,000.00	9,000.00	0.00%
75180	UTILITIES	73.94	1,628.20	2,000.00	18.59%
75220	OFFICE SUPPLIES & EXPENSE	0.00	0.00	500.00	100.00%
75300	CONTRACTED SERVICES	124.00	124.00	245,000.00	99.95%
75350	ANIMAL CONTROL	0.00	1,407.50	1,500.00	6.17%
75990	MISCELLANEOUS EXPENSE	0.00	0.00	250.00	100.00%
76110	TELEPHONE	90.67	1,095.02	1,200.00	8.75%
78170	SECURITY SYSTEM	0.00	531.00	0.00	0.00%
	Total Expense	1,570.50	19,774.91	266,482.00	92.58%

City of Trinidad
Statement of Revenues and Expenditures - GF Expense
401 - Fire
From 6/1/2019 Through 6/30/2019

		Current Month	Year to Date	Total Budget - Original	% of Budget
Expense					
60900	HONORARIUMS	150.00	1,800.00	1,800.00	0.00%
75180	UTILITIES	0.00	433.06	550.00	21.26%
75190	DUES & MEMBERSHIP	0.00	334.00	250.00	(33.60)%
75280	TRAINING / EDUCATION	0.00	80.00	500.00	84.00%
75300	CONTRACTED SERVICES	0.00	0.00	2,500.00	100.00%
76110	TELEPHONE	125.94	1,366.58	1,000.00	(36.66)%
76140	RADIO & DISPATCH	0.00	0.00	900.00	100.00%
78140	VEHICLE FUEL & OIL	0.00	186.09	350.00	46.83%
78150	VEHICLE REPAIRS	0.00	356.65	2,500.00	85.73%
78160	BUILDING REPAIRS & MAINTENANCE	0.00	448.32	1,000.00	55.17%
78180	OTHER REPAIR & MAINTENANCE	0.00	56.97	0.00	0.00%
78190	MATERIALS, SUPPLIES & EQUIPMENT	0.00	2,355.94	5,000.00	52.88%
78200	EQUIPMENT REPAIRS & MAINTENANCE	0.00	0.00	1,000.00	100.00%
	Total Expense	275.94	7,417.61	17,350.00	57.25%

City of Trinidad
Statement of Revenues and Expenditures - GF Expense
501 - PW (Public Works)
From 6/1/2019 Through 6/30/2019

		Current Month	Year to Date	Total Budget - Original	% of Budget
	Expense				
61000	EMPLOYEE GROSS WAGE	6,997.46	83,988.63	93,517.00	10.19%
61250	OVERTIME	0.00	0.00	500.00	100.00%
65100	DEFERRED RETIREMENT	803.24	9,594.55	11,222.00	14.50%
65200	MEDICAL INSURANCE AND EXPENSE	2,147.10	30,908.06	44,584.00	30.67%
65250	Health Savings Program	19.23	1,139.39	0.00	0.00%
65300	WORKMEN'S COMP INSURANCE	0.00	3,577.08	3,507.00	(2.00)%
65500	EMPLOYEE MILEAGE REIMBURSEMENT	0.00	43.36	0.00	0.00%
65600	PAYROLL TAX	586.28	7,085.24	8,013.00	11.58%
65800	Grant Payroll Allocation	(6,226.02)	(69,443.42)	(75,500.00)	8.02%
71210	CITY ENGINEER-ADMIN. TASKS	2,053.75	29,935.75	10,000.00	(199.36)%
71250	CITY ENGINEER - PROJECT FEES	0.00	0.00	3,000.00	100.00%
75180	UTILITIES	0.00	50.13	0.00	0.00%
75200	MUNICIPAL/UPDATE EXPENSE	0.00	2,847.00	2,500.00	(13.68)%
75240	BANK CHARGES	0.00	10.00	0.00	0.00%
75300	CONTRACTED SERVICES	0.00	9,250.00	25,000.00	63.00%
75370	UNIFORMS/PERSONAL EQUIP.	0.00	451.54	450.00	(0.34)%
76110	TELEPHONE	0.00	175.68	0.00	0.00%
78100	STREET MAINT/REPAIR/SANITATION	514.08	9,836.08	3,000.00	(227.87)%
78120	STREET LIGHTING	317.89	4,709.40	4,500.00	(4.65)%
78130	TRAIL MAINTENANCE	0.00	1,313.77	3,500.00	62.46%
78140	VEHICLE FUEL & OIL	223.85	2,898.57	4,000.00	27.54%
78150	VEHICLE REPAIRS	1,080.00	1,784.01	2,500.00	28.64%
78160	BUILDING REPAIRS & MAINTENANCE	0.00	5,677.98	15,000.00	62.15%
78170	SECURITY SYSTEM	0.00	213.00	500.00	57.40%
78190	MATERIALS, SUPPLIES & EQUIPMEN	410.43	6,020.87	6,000.00	(0.35)%
78200	EQUIPMENT REPAIRS & MAINTENANC	465.09	4,769.36	1,000.00	(376.94)%
	Total Expense	9,392.38	146,836.03	166,793.00	11.97%

City of Trinidad
Statement of Revenues and Expenditures - Monthly Reports
204 - IWM
From 6/1/2019 Through 6/30/2019

		Current Period Actual	Current Year Actual	Total Budget - Original	% of Budget
	Revenue				
47650	RECYCLING REVENUE	0.00	0.00	10,500.00	(100.00)%
56150	FRANCHISE FEES	662.59	9,638.16	6,200.00	55.45%
	Total Revenue	662.59	9,638.16	16,700.00	(42.29)%
	Expense				
61000	EMPLOYEE GROSS WAGE	912.48	10,954.16	12,089.00	9.39%
65100	DEFERRED RETIREMENT	109.48	1,208.31	1,451.00	16.73%
65200	MEDICAL INSURANCE AND EXPENSE	315.94	3,559.38	5,348.00	33.44%
65250	Health Savings Program	3.19	245.99	0.00	0.00%
65300	WORKMEN'S COMP INSURANCE	0.00	458.97	450.00	(1.99)%
65500	EMPLOYEE MILEAGE REIMBURSEMENT	0.00	12.23	0.00	0.00%
65600	PAYROLL TAX	77.43	908.94	1,036.00	12.26%
75130	GARBAGE	0.00	0.00	500.00	100.00%
78190	MATERIALS, SUPPLIES & EQUIPMEN	0.00	0.00	1,200.00	100.00%
	Total Expense	1,418.52	17,347.98	22,074.00	21.41%
	Net Income	(755.93)	(7,709.82)	(5,374.00)	43.47%

City of Trinidad
Statement of Revenues and Expenditures - Monthly Reports
601 - Water
From 6/1/2019 Through 6/30/2019

		Current Period Actual	Current Year Actual	Total Budget - Original	% of Budget
Revenue					
53020	INTEREST INCOME	0.00	0.00	8,000.00	(100.00)%
53090	OTHER MISCELLANEOUS INCOME	0.00	938.76	2,000.00	(53.06)%
57100	WATER SALES	27,383.48	323,728.44	315,000.00	2.77%
57200	Water Sales - Wholesale	420.00	7,440.00	5,000.00	48.80%
57300	NEW WATER HOOK UPS	0.00	0.00	1,000.00	(100.00)%
57500	WATER A/R PENALTIES	535.96	3,004.57	1,000.00	200.46%
	Total Revenue	28,339.44	335,111.77	332,000.00	0.94%
Expense					
61000	EMPLOYEE GROSS WAGE	7,993.70	94,106.24	103,994.00	9.51%
61250	OVERTIME	0.00	0.00	501.00	100.00%
65100	DEFERRED RETIREMENT	922.80	10,669.90	12,479.00	14.50%
65200	MEDICAL INSURANCE AND EXPENSE	2,928.16	34,409.75	42,412.00	18.87%
65250	Health Savings Program	24.51	1,287.69	0.00	0.00%
65300	WORKMEN'S COMP INSURANCE	0.00	4,575.08	3,900.00	(17.31)%
65500	EMPLOYEE MILEAGE REIMBURSEMENT	0.00	44.47	0.00	0.00%
65600	PAYROLL TAX	668.62	7,784.95	8,910.00	12.63%
65800	Grant Payroll Allocation	0.00	(1,055.83)	0.00	0.00%
68090	CRIME BOND	0.00	262.50	300.00	12.50%
68200	INSURANCE - LIABILITY	0.00	6,363.70	6,650.00	4.31%
68300	PROPERTY & CASUALTY	0.00	2,416.05	2,625.00	7.96%
71110	ATTORNEY-ADMINISTRATIVE TASKS	0.00	0.00	1,000.00	100.00%
71210	CITY ENGINEER-ADMIN. TASKS	4,902.75	20,049.50	4,000.00	(401.24)%
71510	ACCOUNTANT-ADMIN TASKS	523.95	9,245.52	6,700.00	(37.99)%
71620	AUDITOR-FINANCIAL REPORTS	0.00	6,790.00	7,000.00	3.00%
72100	BAD DEBTS	0.00	499.22	350.00	(42.63)%
75180	UTILITIES	40.00	12,497.65	13,500.00	7.42%
75190	DUES & MEMBERSHIP	0.00	347.52	1,500.00	76.83%
75200	MUNICIPAL/UPDATE EXPENSE	110.00	2,095.00	0.00	0.00%
75220	OFFICE SUPPLIES & EXPENSE	55.00	2,609.64	3,000.00	13.01%
75240	BANK CHARGES	0.00	40.00	100.00	60.00%
75280	TRAINING / EDUCATION	65.00	962.53	1,000.00	3.75%
75300	CONTRACTED SERVICES	0.00	0.00	6,000.00	100.00%
76110	TELEPHONE	143.87	1,623.50	1,800.00	9.81%
76130	CABLE & INTERNET SERVICE	61.95	743.40	750.00	0.88%
76160	LICENSES & FEES	0.00	4,173.30	4,500.00	7.26%
78120	STREET LIGHTING	0.00	0.00	1,600.00	100.00%
78140	VEHICLE FUEL & OIL	55.89	835.02	1,500.00	44.33%
78150	VEHICLE REPAIRS	0.00	4,977.27	2,000.00	(148.86)%
78160	BUILDING REPAIRS & MAINTENANCE	335.00	540.75	1,000.00	45.92%
78170	SECURITY SYSTEM	0.00	306.00	500.00	38.80%
78190	MATERIALS, SUPPLIES & EQUIPMEN	0.00	1,886.61	6,000.00	68.56%
78200	EQUIPMENT REPAIRS & MAINTENANC	0.00	15,692.33	1,000.00	(1,469.23)%
79100	WATER LAB FEES	235.00	4,302.68	4,000.00	(7.57)%
79120	WATER PLANT CHEMICALS	779.25	7,174.62	7,500.00	4.34%
79130	WATER LINE HOOK-UPS	0.00	438.09	1,000.00	56.19%
79150	WATER LINE REPAIR	0.00	64,858.98	68,000.00	4.62%
79160	WATER PLANT REPAIR	0.00	7,343.56	6,000.00	(22.39)%
	Total Expense	19,845.45	330,897.19	333,071.00	0.65%

City of Trinidad
Statement of Revenues and Expenditures - Monthly Reports
601 - Water
From 6/1/2019 Through 6/30/2019

	Current Period Actual	Current Year Actual	Total Budget - Original	% of Budget
Net Income	8,493.99	4,214.58	(1,071.00)	(493.52)%

City of Trinidad
Statement of Revenues and Expenditures - Monthly Reports
701 - Cemetery
From 6/1/2019 Through 6/30/2019

		Current Period Actual	Current Year Actual	Total Budget - Original	% of Budget
	Revenue				
53020	INTEREST INCOME	0.00	0.00	200.00	(100.00)%
58100	CEMETERY PLOT SALES	742.50	16,317.50	6,000.00	171.96%
	Total Revenue	742.50	16,317.50	6,200.00	163.19%
	Expense				
61000	EMPLOYEE GROSS WAGE	995.44	12,074.22	13,205.00	8.56%
65100	DEFERRED RETIREMENT	119.44	1,342.81	1,585.00	15.28%
65200	MEDICAL INSURANCE AND EXPENSE	354.85	4,006.28	5,747.00	30.29%
65250	Health Savings Program	3.44	271.03	0.00	0.00%
65300	WORKMEN'S COMP INSURANCE	0.00	504.96	495.00	(2.01)%
65500	EMPLOYEE MILEAGE REIMBURSEMENT	0.00	11.12	0.00	0.00%
65600	PAYROLL TAX	84.28	1,002.73	1,131.00	11.34%
75180	UTILITIES	45.23	542.76	750.00	27.63%
78170	SECURITY SYSTEM	0.00	106.50	0.00	0.00%
78190	MATERIALS, SUPPLIES & EQUIPMEN	0.00	300.00	500.00	40.00%
	Total Expense	1,602.68	20,162.41	23,413.00	13.88%
	Net Income	(860.18)	(3,844.91)	(17,213.00)	(77.66)%



CONSENT AGENDA ITEM 3

SUPPORTING DOCUMENTATION FOLLOWS WITH: 4 PAGES

3. Law Enforcement Report July 2019

**HUMBOLDT COUNTY SHERIFF'S OFFICE**

Page 1

Incident Search Results

City is trinidad or trin, Date Between 7/28/2019 and 8/4/2019

08/05/2019

Date	Inc #	Type	Time	Location	Dispositio
07/28/2019	1907280008	415	00:46:51	876 PATRICKS POINT DR	Cad Documentation Only
07/28/2019	1907280012	PC	01:00:07	HUMBOLDT SANITATION	No Report
07/28/2019	1907280062	XFER	09:36:41	199 N WESTHAVEN DR	Xfer to Medical
07/28/2019	1907280064	ANIMAL	10:05:35	EDWARDS ST	Cancel Per Rp
07/28/2019	1907280106	XFER	15:37:47	199 N WESTHAVEN DR	Xfer to Medical
07/28/2019	1907280131	XFER	18:29:16	441 PATRICKS POINT DR	Xfer to Medical
07/29/2019	1907290046	BOLO	10:13:46	402 WESTHAVEN DR	Cad Documentation Only
07/29/2019	1907290062	911IT	12:19:10	380 VIEW AVE	Unoccupied
07/29/2019	1907290120	415	19:50:01	822 N WESTHAVEN DR	Report Taken
07/29/2019	1907290140	INV	21:42:43	(UNKNOWN ADDRESS)	Unable to Locate
07/30/2019	1907300006	242	00:48:44	480 PATRICKS POINT DR	Report Taken
07/30/2019	1907300032	R1PO	07:38:15	110 WAREY	Cad Documentation Only
07/30/2019	1907300055	PROB	09:55:48	441 WESTHAVEN DR	Cad Documentation Only
07/30/2019	1907300056	VEHI	10:21:17	TRINIDAD HEAD	Agency Assist
07/30/2019	1907300165	PC	22:08:16	480 PATRICKS POINT DR	Quiet on Arrival or Departur
07/31/2019	1907310068	ASSISTA	11:38:13	TRINIDAD STATE BEACH	No Assistance Needed
07/31/2019	1907310071	THREAT	11:40:31	824 SCENIC DR	Assisted
07/31/2019	1907310076	R1PO	11:59:06	101 MAIN ST	Cad Documentation Only
07/31/2019	1907310083	IT	13:11:55	101 WESTGATE DR	Cad Documentation Only
07/31/2019	1907310089	TRF	13:55:16	(UNKNOWN ADDRESS)	Warned
07/31/2019	1907310093	BILL	14:18:24	355 MAIN ST	Cad Documentation Only
07/31/2019	1907310132	WELL	17:04:50		No Assistance Needed
07/31/2019	1907310156	PC	19:47:11	122 MOONSTONE BEACH RD	No Report
08/01/2019	1908010070	TPA1	03:54:37	TRINIDAD	No Report
08/01/2019	1908010042	417	09:17:17	357 MAIN ST	No Assistance Needed
08/01/2019	1908010094	CWS	13:12:48	112 TRINIMA RD	Report Taken
08/01/2019	1908010100	TRF	13:36:22	MAIN ST/SCENIC DR	Report Taken
08/02/2019	1908020052	653M	10:08:53	101 WESTGATE DR	Supplemental Taken
08/02/2019	1908020149	33X	20:59:59	380 JANIS CT	Billable Alarm
08/03/2019	1908030063	ANIMAL	11:55:01	1 BAY ST	Gone On Arrival
08/03/2019	1908030101	PARK	18:31:40	740 EDWARDS ST	Cad Documentation Only
08/03/2019	1908030105	33X	18:43:49	711 2ND AVE	Billable Alarm
08/03/2019	1908030111	166	19:22:20	112 TRINIMA RD	Report Taken
08/03/2019	1908030158	ASSISTA	23:33:43	510 BIG LAGOON PARK RD	Cad Documentation Only
08/04/2019	1908040047	H	09:40:13	COLLEGE COVE PARK	Report Taken
08/04/2019	1908040058	ANIMAL	12:30:49	510 BIG LAGOON PARK RD	Gone On Arrival

**HUMBOLDT COUNTY SHERIFF'S OFFICE**

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Incident Search Results

City is trinidad or trin, Date Between 7/22/2019 and 7/28/2019

07/29/2019

Date	Inc #	Type	Time	Location	Dispositio
07/22/2019	1907220041	33X	09:37:03	460 MAIN ST	Cancel Per Rp
07/22/2019	1907220073	RO	12:10:36	1860 11TH ST	Test
07/23/2019	1907230004	AVA	00:53:44	100 MOONSTONE BEACH RD	Marked For Abatement
07/23/2019	1907230011	33X	03:01:12	355 MAIN ST	Billable Alarm
07/23/2019	1907230069	INFO	11:39:30	131 MA-WE MORE VIEW LN	Cad Documentation Only
07/23/2019	1907230152	5150	18:39:59	199 N WESTHAVEN DR	Xfer to Medical
07/23/2019	1907230209	PC	23:23:57	BIG LAGOON COUNTY PARK	No Report
07/24/2019	1907240048	DVRO	10:19:47	1313 DRIVER RD	Pending Recontact From Rp
07/24/2019	1907240094	DUMP	15:36:59	NEXT TO SOUNDS OF THE S	Cad Documentation Only
07/24/2019	1907240102	WELF	16:23:01	199 N WESTHAVEN DR	Cad Documentation Only
07/24/2019	1907240152	VEHI	22:02:53	27 SCENIC DR	Field Interview
07/25/2019	1907250074	ASSISTA	11:32:44	820 TEH PAH LN	Cad Documentation Only
07/25/2019	1907250075	FP	11:33:32	(UNKNOWN ADDRESS)	Cad Documentation Only
07/25/2019	1907250086	AWS	12:30:26	930 SCENIC	Arrest Made
07/25/2019	1907250087	TRF	12:32:12	876 PATRICKS POINT DR	Cad Documentation Only
07/25/2019	1907250151	PED	19:57:26	MAIN ST	No Report
07/25/2019	1907250155	VEHI	20:28:36	SCENIC DR	Arrest Made
07/25/2019	1907250181	XFER	23:05:39	1481 PATRICKS POINT DR	Xfer to CHP
07/26/2019	1907260033	ANIMAL	05:14:51	SCENIC DR	Cancel Per Rp
07/26/2019	1907260069	SHOTSII	11:06:26	1175 STAGECOACH RD	Quiet on Arrival or Departur
07/26/2019	1907260099	FRAUD	14:29:48	430 WESTGATE DR	Cad Documentation Only
07/26/2019	1907260125	FU	16:47:22	(UNKNOWN ADDRESS)	Cad Documentation Only
07/26/2019	1907260152	XPAT	20:21:37	389 MAIN ST	No Report
07/26/2019	1907260155	FU	20:37:20	3360 PATRICKS POINT DR	Cad Documentation Only
07/26/2019	1907260189	AVA	23:20:19	70 SCENIC DR	Report Taken
07/27/2019	1907270111	VEHI	17:01:31	1 BAY ST	Warned
07/27/2019	1907270118	ASSISTP	18:34:26	824 SCENIC DR	Pending Recontact From Rp
07/27/2019	1907270125	594	19:50:37	100 MOONSTONE BEACH RD	No Report
07/27/2019	1907270144	415	21:19:56	560 EDWARDS ST	Gone On Arrival
07/28/2019	1907280008	415	00:46:51	876 PATRICKS POINT DR	Cad Documentation Only
07/28/2019	1907280012	PC	01:00:07	HUMBOLDT SANITATION	No Report
07/28/2019	1907280062	XFER	09:36:41	199 N WESTHAVEN DR	Xfer to Medical
07/28/2019	1907280064	ANIMAL	10:05:35	EDWARDS ST	Cancel Per Rp
07/28/2019	1907280106	XFER	15:37:47	199 N WESTHAVEN DR	Xfer to Medical
07/28/2019	1907280131	XFER	18:29:16	441 PATRICKS POINT DR	Xfer to Medical

**HUMBOLDT COUNTY SHERIFF'S OFFICE**

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Incident Search Results

City is trinidad or trin, Date Between 7/8/2019 and 7/14/2019

07/15/2019

Date	Inc #	Type	Time	Location	Dispositio
07/08/2019	1907080090	PC	13:34:39	480 PATRICKS POINT DR	Scheduled Incident Created
07/08/2019	1907080140	415	16:59:49	120 OKEGA LN	Verbal Domestic Violence Onl
07/08/2019	1907080198	BUS	23:40:59	27 SCENIC DR	Cad Documentation Only
07/08/2019	1907080200	VEH	23:53:23	1 STAGECOACH RD	Unoccupied
07/09/2019	1907090001	PC	00:00:26	480 PATRICKS POINT DR	Public Assist
07/09/2019	1907090008	ASSISTA	00:26:15	551 PATRICKS POINT DR	Cancel Per Rp
07/09/2019	1907090012	415	01:25:13	480 PATRICKS POINT DR	Gone On Arrival
07/09/2019	1907090028	33X	05:02:57	1 CHER-AE LN	Cad Documentation Only
07/09/2019	1907090112	XFER	13:03:53	27 SCENIC DR	Xfer to Fire
07/10/2019	1907100002	XPAT	00:00:49	480 PATRICKS POINT DR	Cad Documentation Only
07/10/2019	1907100052	ANIMAL	09:25:05	1026 WESTHAVEN DR	Cad Documentation Only
07/10/2019	1907100059	647F	09:45:52	389 MAIN ST	Unable to Locate
07/10/2019	1907100119	488	14:13:18	2265 PATRICKS POINT DR	Report Taken
07/10/2019	1907100124	SHOTSII	14:39:32	3751 PATRICKS POINT DR	No Report
07/11/2019	1907110001	PC	00:00:14	480 PATRICKS POINT DR	Cad Documentation Only
07/12/2019	1907120001	PC	00:00:24	480 PATRICKS POINT DR	No Report
07/12/2019	1907120014	415	01:21:46	920 DRIVER RD	Arrest Made
07/12/2019	1907120021	FU	03:52:34	27 SCENIC DR	Cad Documentation Only
07/12/2019	1907120053	TRF	09:52:35	1400 BLK PATRICKS POINT	Warned
07/12/2019	1907120063	SUSPP	10:55:45	(UNKNOWN ADDRESS)	Field Interview
07/12/2019	1907120086	33X	13:26:46	174 FOX FARM	Billable Alarm
07/12/2019	1907120162	911H	22:59:36	471 6TH AVE	Phone Malfunction
07/13/2019	1907130001	PC	00:00:38	480 PATRICKS POINT DR	Quiet on Arrival or Departur
07/13/2019	1907130035	33X	04:26:46	101 MAIN ST	Billable Alarm
07/13/2019	1907130041	911H	07:59:25	471 6TH AVE	Phone Malfunction
07/13/2019	1907130070	594	10:37:41	269 BIG LAGOON RANCH RD	Cad Documentation Only
07/13/2019	1907130119	RABID	17:16:56	719 DRIVER RD	Public Assist
07/13/2019	1907130156	SHOTSH	21:43:23	1360 PATRICKS POINT DR	Admonished
07/13/2019	1907130158	SHOTSH	21:51:11	753 PATRICKS POINT DR	Merged Cfs
07/13/2019	1907130159	BOOM	21:57:18	1073 STAGECOACH RD	Cad Documentation Only
07/13/2019	1907130170	XFER	22:58:08	(UNKNOWN ADDRESS)	Xfer to CHP
07/13/2019	1907130174	DISABLE	23:04:02	(UNKNOWN ADDRESS)	Unoccupied
07/13/2019	1907130180	601	23:40:20	199 N WESTHAVEN DR	Admonished
07/13/2019	1907130181	PC	23:43:10	269 BIG LAGOON RANCH RD	Field Interview
07/14/2019	1907140001	PC	00:00:34	480 PATRICKS POINT DR	Quiet on Arrival or Departur
07/14/2019	1907140046	SUSPC	09:19:55	389 MAIN ST	Field Interview
07/14/2019	1907140051	33P	09:44:08	1750 PATRICKS POINT DR	Cancel Per Rp
07/14/2019	1907140058	ASSISTP	10:20:09	601 2ND ST	Public Assist
07/14/2019	1907140064	SUSPP	10:57:04	101 N WESTHAVEN DR	Unable to Locate
07/14/2019	1907140066	RO	11:19:07	199 N WESTHAVEN DR	Cad Documentation Only
07/14/2019	1907140069	PED	11:38:20	PATRICKS POINT DR/MAIN S	Cad Documentation Only
07/14/2019	1907140076	ASSISTP	13:16:34	652 UNDERWOOD DR	Assisted
07/14/2019	1907140083	415MW	14:20:21	400 SEASCAPE LN	Verbal Domestic Violence Onl
07/14/2019	1907140102	33X	16:49:42	380 JANIS CT	Cancel Per Rp



HUMBOLDT COUNTY SHERIFF'S OFFICE

Page 2

Incident Search Results

City is trinidad or trin, Date Between 7/8/2019 and 7/14/2019

07/15/2019

Date	Inc #	Type	Time	Location	Dispositio
07/14/2019	1907140119	INV	18:51:18	269 BIG LAGOON RANCH RD	Cad Documentation Only
07/14/2019					Billable Alarm



CONSENT AGENDA ITEM 4

SUPPORTING DOCUMENTATION FOLLOWS WITH: 4 PAGES

4. Audit Engagement Letter for 2018-2019 FY Audit

MARCELLO & COMPANY

CERTIFIED PUBLIC ACCOUNTANTS

Post Office Box 60127 / Sacramento, California 95860

June 30, 2019

RECEIVED

City Hall – Trinidad
Attention: City Manager
Post Office Box 390
Trinidad, California 95570

JUL 22 '19

CITY OF TRINIDAD

RE: 2019 Audit Engagement Letter

We are pleased to confirm our understanding of the services we are to provide the City of Trinidad for the year ended June 30, 2019. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of the City of Trinidad as of and for the year ended June 30, 2019. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to accompany the City of Trinidad's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historic context. As part of our engagement, we will apply certain limited procedures to the City of Trinidad's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist principally of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Budget to Actual Comparisons – Major Funds

In the event that you do not prepare the MD&A, we will modify our auditor's opinion to include a paragraph stating the following:

"The City of Trinidad has not presented management's discussion and analysis that the Governmental Accounting Standards Board has determined is necessary to supplement, although not required to be part of, the basic financial statements."

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole:

1. Combining Financial Statements of Nonmajor Governmental Funds

Audit Objective

The objective of our audit is the expression of an opinion as to whether your basic financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the additional information referred to in the second paragraph when considered in relation to the basic

financial statements taken as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express an opinion. We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to the Trinidad City Council. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted audited standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We may request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters, known as the *Management Representations Letter*.

Audit Procedures - Internal Control

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance, internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we may perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We will also assist in preparing the financial statements of the City of Trinidad in conformity with U.S. generally accepted accounting principles based on information provided by you. We will perform this service in accordance

with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for designing, implementing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You agree to assume all management responsibilities for financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Marcello & Company, CPAs and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the California State Controller Office (Regulator) or its designee, or applicable Federal agencies. We will notify you of any request. If requested, access to such audit documentation will be provided under the supervision of Marcello & Company personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned Regulator or its designee. The Regulator or its designee may intend or decide to distribute the copies of information contained therein to others, including other government agencies.

We expect to begin our audit November 11, 2019 and to issue the draft report approximately 45 days later or when all issues have been resolved. Ralph Marcello is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses is estimated as follows:

Financial Audit of the City	\$ 18,000
Assistance with draft financial statement report	2,000
Out-of-pocket costs	900
Total	<u>\$ 20,900</u>

The above fee is based upon the following prerequisites:

1. The complete and fully adjusted year-end Trial Balance should be prepared and delivered to the auditor on the first day of fieldwork. "Fully adjusted" refers to the recording of fiscal year end receivables, payables, depreciation and capital asset adjustments.
2. Upon our arrival to perform field work, all requested documents, schedules, bank statements and invoices shall be retrieved from their files and ready for us at 9am on the morning of the first day of field work.

Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 45 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. Such unexpected circumstances might include, for example, a greater than expected risk of material misstatement due to fraud. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Additional fees are calculated at a reduced governmental rate of \$150 per hour in conjunction with an audit engagement contract plus additional out-of-pocket costs.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report. Our 2016 peer review report was previously provided to you.

Financial Statement Report and Timing

- Field work is tentatively scheduled to begin the week of November 11, 2019.
- Preparation of the printed & bound financial statement reports will be the responsibility of the auditor.
- Preparation of Management's Discussion and Analysis (MD&A) and other Required Supplementary Information (RSI) will be the responsibility of the City. Note - the City did not prepare the MD&A in the prior

year.

- Preparation of all State Controller Office reports will be the responsibility of the City.
- If required, this engagement letter will serve as the City's agreement with the Auditor to perform a Compliance Audit of Federal Grant Award money (also known as a *Single Audit*) at an additional audit fee of \$9,000 for the first major program/cluster; and if required, additional major programs/clusters are generally \$4,500 each.

We appreciate the opportunity to be of service to the City of Trinidad and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Marcello & Company, CPAs

RESPONSE:

This letter correctly sets forth the understanding of the City of Trinidad.

✓

By

✓

Title

✓

Date



DISCUSSION AGENDA ITEM 1

SUPPORTING DOCUMENTATION FOLLOWS WITH: 1 PAGES

1. Discussion/Decision regarding Resolution 2019-10; Recognizing the Trinidad Art & Music Festival in Trinidad, August 10-12 and 17-19, 2019.

TRINIDAD CITY HALL

P.O. Box 390
409 Trinity Street
Trinidad, CA 95570
(707) 677-0223

Susan Rotwein, Mayor
Gabriel Adams, City Clerk



RESOLUTION 2019-10

RECOGNIZING THE TRINIDAD ART AND MUSIC FESTIVAL
IN TRINIDAD, AUGUST 10-12 AND 17-19, 2019

WHEREAS, the second Classical Art and Music Festival (TBAM) will be held in Trinidad August 09-11 and 16-18, 2019, and is the only festival of this kind between Southern Oregon and Mendocino; and

WHEREAS, world-class musicians born here, live here or who are 0 to 1 degree connected to Trinidad, will converge in Trinidad from national and international concert tours in China, Italy, Iceland, Korea, France, Nicaragua, Bahamas, Mexico (to name a few) and the United States, and

WHEREAS, the TBAM Festival will feature a commissioned work for a premier performance of Festival Strings, Winds and Piano, and

WHEREAS, TBAM Festival will be intimate and the perfect size for lasting impressions, yet it is anticipated that over 600 will attend the eight concerts, and

WHEREAS, Trinidad holds the best resources for such a Festival, including a venue with excellent acoustics, the historic Town Hall with a fine Steinway, and

WHEREAS, attendees will be encouraged to visit excellent restaurants and bars with coastal views and 5-star ratings; a vintner and Wine Tasting room; breakfast patios and lunch nooks; a plethora of vacation stays, bed and breakfast inns and motels; art galleries and gift shops and a market featuring local produce and Humboldt Made products, and

WHEREAS the City of Trinidad, within a small foot print, boasts the features of an urban environment, a City Museum, Library, an airport five minutes away, and is paired with rural and pristine environmental experiences of endless trails, the Pacific Ocean and Trinidad Bay!

NOW THEREFORE IT BE RESOLVED, that The Trinidad City Council recognizes the last week of August 09-18, 2019 as Trinidad Bay Art and Festival Week. TBAM!

PASSED AND ADOPTED BY THE TRINIDAD CITY COUNCIL of Humboldt County of the State of California this 14thth day of August, 2019.

I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the Trinidad City Council by the following vote:

Ayes:	West, Miller, Ladwig, Grover, Davies
Noes:	None
Absent:	None
Abstain:	None

Attest:

Gabriel Adams
Trinidad City Clerk

Steve Ladwig
Mayor



DISCUSSION AGENDA ITEM 2

SUPPORTING DOCUMENTATION FOLLOWS WITH: 1 PAGES

2. Discussion/Decision regarding Resolution 2019-11: Changing Regular Council Meeting Dates

City Manager Naffah requested that the Council consider adjusting the regular meeting dates to accommodate his schedule. City Ordinance allows regular meetings to be set by Resolution. If adopted, Resolution 2019-11 will thereby reset the regular meeting dates for City Council meetings to the second and fourth Tuesdays of every month (the fourth being as-needed).

TRINIDAD CITY HALL
P.O. Box 390
409 Trinity Street
Trinidad, CA 95570
(707) 677-0223

Steve Ladwig, Mayor
Gabriel Adams, City Clerk



RESOLUTION 2019-11

**RESOLUTION OF THE TRINIDAD CITY COUNCIL TO ESTABLISH NEW DATES AND STARTING TIME
FOR REGULAR CITY COUNCIL MEETINGS**

WHEREAS, the regular City Council meetings are occasions where the Council conducts its official business, and public participation in these meetings is an essential element of our democratic system and a good governmental practice; and

WHEREAS, meeting dates that are easy to remember and time that is convenient to the public will promote a greater participation in this process and enhance democracy; and

WHEREAS, the current Trinidad City Council regular meetings are held on the second and forth Wednesdays of the month, beginning at 6:00 PM.

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby establishes that effective September 10, 2019, regular City Council meetings shall be held on every second and optional fourth Tuesday of the month and all the regular City Council meetings shall begin at 6:00 PM.

PASSES AND ADOPTED by the Council of the City of Trinidad this 14th day of August, 2019, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Attest:

Gabriel Adams
Trinidad City Clerk

Steve Ladwig
Mayor, City of Trinidad



DISCUSSION AGENDA ITEM 3

SUPPORTING DOCUMENTATION FOLLOWS WITH: 3 PAGES

3. Discussion/Decision regarding Amending the City Code of Ethics to include Committees

The Code of Ethics for the City of Trinidad has been amended to include Committees. This will be the opportunity for the Council to request additional amendments, or approve as submitted, to ensure that it will apply to not only the Council and Planning Commission, but also to Council appointed Committees.



CODE OF ETHICS FOR TRINIDAD CITY COUNCIL, PLANNING COMMISSION, AND COMMITTEES

PREAMBLE

The residents and businesses of Trinidad are entitled to have fair, ethical, and accountable local government. Such a government requires that public officials:

- ❖ Comply with the letter and spirit of both the laws and policies affecting the operations of government.
- ❖ Be independent, impartial and fair in their judgement and actions.
- ❖ Use their public office for the public good, not for personal gain; and
- ❖ Conduct public deliberations and processes openly, unless legally confidential, in an atmosphere of respect and civility.

To this end, Trinidad City Council has adopted a Code of Ethics as follows:

PUBLIC INTEREST

Recognizing the stewardship of the public interest must be their primary concern; Council, commission, and committee members shall work for the common good of the people of Trinidad and not for any private or personal interest. Council, commission, and committee members must endeavor to treat all members of the public, and issues before them, in a fair and equitable manner.

COMPLY WITH THE LAW

Council, commission, and committee members shall comply with the laws of the Nation, the State of California, and the City in performance of their public duties. These laws include those pertaining to conflict of interest, election campaigns, financial disclosures, employer responsibilities, and open processes of government.

CONDUCT OF MEMBERS

Council, commission, and committee members shall refrain from abusive conduct, personal charges, or verbal attacks upon the character or motives of other members, commissioners, staff, or the public.

RESPECT FOR PROCESS

Council, commission, and committee members shall perform their duties in accordance with the processes and rules of order established by the City Council.

CONDUCT OF PUBLIC MEETINGS

Members shall prepare themselves on public issues by reading all the information available to them prior to the meeting where these issues will be addressed. Members shall listen attentively to public discussion before the body and focus on the business at hand.

DECISIONS

Decisions shall be based upon the merits and substance of the matter at hand. Differing points of view, either of other members or the public, shall be treated with respect.

COMMUNICATION

It is the responsibility of the Council, commission, and committee members to publicly share substantive information that is relevant to the matter under consideration, and which they may have received from other sources.

USE OF PUBLIC RESOURCES

Council, commission, and committee members shall not take advantage of services or opportunities by virtue of their public office that are not available to the public in general. They should avoid any action that could be construed as, or create the appearance of, using public office for personal gain, including use of staff time, stationery, equipment, supplies, or other City facilities of resources to promote personal purposes.

PUBLIC ADVOCACY

Members shall represent the official policies and positions of the City Council, Planning Commission, and committees. When presenting their personal opinions, members shall explicitly state they do not represent the Council or the City.

CONFIDENTIAL INFORMATION

Council, commission, and committee members shall respect and preserve the confidentiality of information provided to them concerning confidential matters of the City. They must neither disclose confidential information without proper legal authorization, nor use such information, to advance the personal, financial, or private interests of themselves or others.

CONFLICT OF INTEREST

In order to assure their independence and impartiality on behalf of the public good, members shall not use their official positions to influence government decisions in which they have a material financial interest, where they have an organizational responsibility, or personal relationship which may give the appearance of a conflict of interest.

Council, commission, and committee members need to be above suspicion. When a public official participates in a decision that does not fall within the specific statutory guidelines for conflicts of interest, but still does not "look" or "feel" right, that public official has probably encountered "the appearance of impropriety." For the public to have faith and confidence that government authority will be implemented in an even-handed and ethical manner, public officials may need to step aside, for the good of the community, even though no technical conflict exists.

INDEPENDENCE OF THE PLANNING COMMISSION

Due to the value of the independent advice of commissions to the public decision-making process, members of the Council shall refrain from using their position to unduly influence the deliberations or outcomes of Planning Commission proceedings.

IMPLEMENTATION

Ethical standards shall be included in the regular orientations for newly elected and appointed officials. Members entering office shall sign a statement affirming they have read and understand the City of Trinidad Code of Ethics.

COMPLIANCE AND ENFORCEMENT

All members of the Council, commission, and committee members have the responsibility to intervene when actions of members that appear to be in violation of the Code of Ethics are brought to their attention. Any member may place an allegation of Ethics Code violation on the City Council agenda, and it shall always be placed first in order on the agenda.

The Council, by at least a 4/5 vote, may impose sanctions on members whose conduct does not comply with the City's ethical standards.

TRINIDAD CITY HALL
P.O. Box 390
409 Trinity Street
Trinidad, CA 95570
(707) 677-0223

Chi-Wei Lin, Mayor
Gabriel Adams, City Clerk



CITY OF TRINIDAD CODE OF ETHICS:

MEMBER STATEMENT

As a member of the Trinidad City Council, Planning Commission, or committees, I agree to uphold the Code of Ethics for elected and appointed officials adopted by the City and conduct myself by the following model of excellence. I will:

Recognize the worth of individual members and appreciate their individual talents, perspectives, and contributions;

Help create an atmosphere of respect and civility where individual members, City staff, and the public are free to express their ideas and work to their full potential;

Conduct my personal and public affairs with honesty, integrity, fairness, and respect for others.

Respect the dignity and privacy of individuals and organizations;

Keep the common good as my highest purpose and focus on achieving constructive solutions for the public benefit;

Avoid and discourage conduct which is divisive or harmful to the best interests of Trinidad;

Treat all people, with whom I come in contact, in the way I wish to be treated;

I affirm that I have read and understood the City of Trinidad Code of Ethics.

Signature: _____

Name: _____

Date: _____

Title or Office: _____



DISCUSSION AGENDA ITEM 4

SUPPORTING DOCUMENTATION FOLLOWS WITH: 23 PAGES

4. Discussion/Decision regarding Town Hall Solar Project, Loan Application and Authorize Bid Process

LOAN REQUEST FORM (LRF)

CEC-271 (Revised 10/2015)

ITEM 6

CALIFORNIA ENERGY COMMISSION



New Agreement 001-19-ECA (To be completed by CGL Office)

Division	Agreement Manager:	MS-	Phone
400 Efficiency Division	Nelson Peña	23	916-654-4860

Recipient's Legal Name	Federal ID Number
City of Trinidad	94-6036496

Title of Project
Roof Mounted Solar Photovoltaic Array on Town Hall

Term and Amount	Start Date	End Date	Amount
	09 / 1 / 2019	03 / 1 / 2020	\$ 49,280

Business Meeting Information☐ ARFVTP agreements \$75K and under delegated to Executive Director.

Proposed Business Meeting Date	07 / 15 / 2019	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Discussion
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Business Meeting Presenter	Nelson Peña	Time Needed:	5 minutes
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Please select one list serve. Financing (Energy Efficiency Financing)

Agenda Item Subject and Description

City of Trinidad. Proposed resolution approving Agreement 001-19-ECA with City of Trinidad for a \$49,280 loan at one percent interest for a 14 kWdc rooftop PV system, and adopting staff's determination that this action is exempt from CEQA. The project is estimated to save the city 18,956 kWh of electricity, resulting in annual energy cost savings of \$4,360. (ECAA funding) Contact: Nelson Peña. (Staff presentation: 5 minutes)

California Environmental Quality Act (CEQA) Compliance

1. Is Agreement considered a "Project" under CEQA?

☒ Yes (skip to question 2)☐ No (complete the following (PRC 21065 and 14 CCR 15378)):

Explain why Agreement is not considered a "Project":

Agreement will not cause direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment because

2. If Agreement is considered a "Project" under CEQA:

☒ a) Agreement IS exempt. (Attach draft NOE)☒ Statutory Exemption. List PRC and/or CCR Pub. Resources Code section 21080.35 section number:☒ Categorical Exemption. List CCR Cal. Code Regs., tit. 14, § 15301 section number:☐ Common Sense Exemption. 14 CCR 15061 (b) (3)

Explain reason why Agreement is exempt under the above section:

This project will install a solar photovoltaic ("PV") array on the rooftop of an existing building owned by the City. The solar PV system's associated equipment, such as electrical conduits and controls, will be located on the same parcel as the solar PV array and will not occupy more than 500 square feet of ground surface and the site of the associated equipment does not contain plants protected by the Native Plant Protection Act. This project will not require removal of any trees and will not require any of the permits listed in Public Resources Code Section 21080.35 (d).

This project is therefore statutorily exempt under Public Resources Code Section 21080.35 as an installation of a solar energy system on the rooftop of an existing building. This project is also categorically exempt from environmental review pursuant to CEQA Guidelines Section 15301 as a minor alteration to an existing facility that involves no expansion of an existing or former use at the site. Further, none of the exceptions to exemptions listed in CEQA Guidelines Section 15300.2 apply to this project.

☐ b) Agreement IS NOT exempt. (Consult with the legal office to determine next steps.)

Check all that apply

☐ Initial Study☐ Negative Declaration☐ Mitigated Negative Declaration☐ Environmental Impact Report☐ Statement of Overriding Considerations**List all subcontractors (major and minor) and equipment vendors: (attach additional sheets as necessary)**

LOAN REQUEST FORM (LRF)

CEC-271 (Revised 10/2015)

CALIFORNIA ENERGY COMMISSION



Legal Company Name:	Budget
Redwood Energy Authority's Public Agency Solar Prog.	\$ 49,280
	\$ 0
	\$ 0

List all key partners: (attach additional sheets as necessary)

Legal Company Name:

Budget Information

Funding Source	Funding Year of Appropriation	Budget List No.	Amount
ECAA	2018-2019	407.001D	\$49,280
Funding Source			\$
Funding Source			\$
Funding Source			\$
Funding Source			\$
R&D Program Area:	Select Program Area		TOTAL: \$49,280
Explanation for "Other" selection			
Reimbursement Contract #:		Federal Agreement #:	

Recipient's Administrator/ Officer

Name:	Gabriel Adams	Name:	Gabriel Adams
Address:	409 Trinity Street	Address:	409 Trinity Street
City, State, Zip:	Trinidad, CA 95570	City, State, Zip:	Trinidad, CA 95570
Phone:	707-677-0223	Fax:	- -
E-Mail:	cityclerk@trinidad.ca.gov	E-Mail:	cityclerk@trinidad.ca.gov

Recipient's Project Manager**Miscellaneous Agreement Information**

1. Annual Energy Savings	\$4,308
2. Number of Repay Periods:	Leave blank if repay is based on energy savings

Selection Process Used

<input type="checkbox"/> Competitive Solicitation	Solicitation #: PON-17-401
<input checked="" type="checkbox"/> First Come First Served Solicitation	

The following items should be attached to this LRF

1. Loan Application	<input checked="" type="checkbox"/> Attached
2. Budget Detail	<input checked="" type="checkbox"/> Attached
3. CEC 105, Questionnaire for Identifying Conflicts	<input checked="" type="checkbox"/> Attached
4. Recipient Resolution	<input type="checkbox"/> N/A <input checked="" type="checkbox"/> Attached
5. CEQA Documentation	<input type="checkbox"/> N/A <input checked="" type="checkbox"/> Attached

Agreement Manager

Date

Office Manager

Date

Deputy Director

Date

EXHIBIT A

ENERGY CONSERVATION ASSISTANCE ACT LOAN AGREEMENT

This Loan Agreement (the "Agreement") is entered into as of the date it is executed by both parties hereto, between the California Energy Resources Conservation and Development Commission (the "Energy Commission") and the City of Trinidad (the "Borrower") located in Humboldt County, CA.

1. STATUTORY AUTHORITY AND LOAN

- A. Pursuant to the purposes authorized by section 25410, et seq., of the California Public Resources Code (the "Energy Conservation Assistance Act"), the Energy Commission has approved the Borrower's loan application dated May 6, 2019, which is not attached but is expressly incorporated by reference herein.
- B. Subject to the terms, covenants, conditions, and including Special Conditions (if applicable) contained herein, and the Budget Detail/Summary of Project Cost and Savings attached as Exhibit A, Attachment 1 hereto to the extent it modifies the Borrower's loan application, the Energy Commission shall make a loan to the Borrower (the "Loan") in the amount of forty nine thousand two hundred and eighty dollars (\$49,280) evidenced by a Promissory Note (the "Promissory Note") for loan number 001-19-ECA attached hereto as Exhibit B.

2. PURPOSE

The Borrower agrees to expend all funds disbursed pursuant to this Agreement only for the purposes and in the amounts set forth in Exhibit A, Attachment 1 (the "Project"). Any other use of funds disbursed hereunder shall require prior written approval by the Energy Commission.

3. LOAN DISBURSEMENT SCHEDULE

- A. The Energy Commission agrees to disburse funds to the Borrower upon the Borrower's execution of the attached Promissory Note and required supplemental documents, including invoices as required in Section 3.B below.
- B. Loan funds shall be disbursed on a reimbursement basis based on invoices submitted by Borrower in a form approved by the Energy Commission. Backup documentation for actual expenditures (such as timecards, vendor invoices, etc) and proof of payment must be provided to substantiate the request. Energy Commission staff will approve invoices

only after verifying requested amounts against backup billings and determining that expenses are appropriate and used for the authorized purposes of this Loan. For executed Agreements, invoices for expenses incurred during the Agreement Term are eligible for reimbursement.

- C. All invoices must be submitted within sixty (60) days after Project completion.
- D. The final ten percent (10%) of the Loan amount will be withheld as retention until the final report is received from the Borrower and the Commission's Project Manager determines the Project has been satisfactorily completed.

4. LOAN REPAYMENT AND INTEREST

All funds disbursed hereunder, together with all interest payable thereon, shall be repaid to the Energy Commission in accordance with the terms of the Promissory Note. The Loan shall bear simple interest at the annual rate set forth in the attached Promissory Note on the principal balance of Loan funds disbursed to the Borrower. Payment of said interest shall be due at the time of semiannual scheduled Loan repayment installments to the Energy Commission, and interest shall accrue from the time of disbursement of funds to the Borrower until receipt of full Loan repayment to the Energy Commission.

5. TERM

- A. The effective date of this Agreement shall be the date on which it has been executed by both parties hereto. No work is authorized, or shall begin until the Energy Commission signs the Agreement.
- B. The Borrower agrees to complete performance of its obligations under this Agreement within the applicable periods stated in this Agreement.

6. PREPAYMENT

The Borrower shall have the right to prepay all or any part of the amount of this Loan at any time without penalty.

7. PROMISSORY NOTE

In order to evidence its debt to the Energy Commission hereunder, the Borrower agrees to, contemporaneously with the execution of this Agreement, execute and deliver to the Energy Commission the Promissory Note (attached as Exhibit B hereto).

8. ACCOUNTS, AUDITS, AND RECORDS

- A. The Borrower agrees to establish on its books a separate account for this Loan. This account shall be maintained as long as the Loan obligation remains unsatisfied.
- B. The Borrower further agrees to maintain records that accurately and fully show the date, amount, purpose, and payee of all expenditures drawn on said account for three (3) years after this Loan is repaid in full unless the Energy Commission requests a longer retention period.
- C. The Borrower further agrees to utilize a voucher system by which all expenditures from said account will be authorized and authenticated.
- D. The Borrower further agrees to allow the Energy Commission or any other agency of the State of California (the "State") or their designated representatives, on written request, to have reasonable access to, and the right of inspection of, all records that pertain to said account or the Project. The Borrower also agrees to submit to an independent audit, if requested by the Energy Commission, at the expense of the Borrower. Borrower agrees to maintain all such records for a minimum of three years after this Loan is repaid in full unless the Energy Commission notifies the Borrower, prior to the expiration of such three-year period, that a longer period of record retention is necessary.

9. SOURCE OF REPAYMENT; OPERATION OF PROJECT

- A. Semiannual payments due to the Energy Commission under this Agreement shall be made from savings in energy costs or other legally available funds as the Borrower chooses. If the Borrower is a county, city, town, township, board of education, or school district, the Borrower agrees that the amount of the semiannual Loan repayment shall not be raised by the levy of additional taxes and shall not be an obligation against tax revenues, but shall be obtained either from savings in energy costs resulting from the subject energy conservation projects or other legally available funds as the Borrower chooses.
- B. Energy cost savings as determined by the Energy Commission are based on energy usage and serving utility rate schedules at the time the Loan application is submitted, except as specified in Special Conditions, if any, as detailed in this Agreement, and the information and data contained in the Borrower's loan application and technical study. The following will not affect the Energy Commission's initial finding of energy cost savings, and are not a basis for claiming a lack of energy savings: a) changes in energy use and/or rate schedules which occur after submittal of the Loan

application, except as specified in Special Conditions, if any, as detailed in this Agreement, b) deviations in the Project work scope from what was approved by the Energy Commission, c) changes in the Borrower's facility and/or equipment which occur after submittal of the Loan application, including, but not limited to maintenance, operations, schedules, employees and facility alterations and expansions, d) deviations, omissions or errors found in the loan application and technical study after submittal of the Loan application. The Borrower is responsible for ensuring the accuracy of the information contained in its loan application and technical study. In the event annual energy cost savings resulting from the Project, as determined by the Energy Commission, fail to equal or exceed the amount due under this Agreement, this Agreement may be renegotiated to assure that the repayment amount does not exceed the actual energy savings or avoided costs resulting from the Project, and the Promissory Note will be revised accordingly. In no event, however, will the number of semiannual installments payable hereunder and under the Promissory Note exceed forty.

- C. The Borrower shall obtain and maintain in its records any and all permits and licenses required to install or operate the Project and shall comply with all local, state, and federal laws, rules and codes concerning the Project. The Borrower shall maintain the Project in good working order for the duration of the Loan and shall insure that staff members are provided appropriate training on the operation and maintenance of the Project. The Borrower shall maintain insurance on the Project and, in the event of any casualty loss covered by such insurance policy, apply the proceeds to the repair of the Project or, with the approval of the Energy Commission, may use the insurance proceeds to install alternate projects to generate alternative energy cost savings to repay the Loan.
- D. The Borrower agrees to provide the Energy Commission with the following information for three years following completion of the Project, unless the Energy Commission requests a longer period: (1) the annual computation, required by Section 25414 of the Energy Conservation Assistance Act, of energy cost savings for the most recent fiscal year, calculated in the manner and provided in the format prescribed by the Energy Commission; and (2) any information or change in assumptions or operations which might affect the Energy Commission's initial determination of energy savings.
- E. The Borrower authorizes any official or agent of the Energy Commission or the State to conduct physical inspections of the Project before the commencement; during construction, installation and implementation of the Project; and at any time prior to the complete repayment of the Loan. In each contract entered into with suppliers of goods and services to

install, conduct, or operate the Project, including management services, the Borrower shall include terms which allow any officer or agent of the Energy Commission or the State access to the Project site and to any books, documents, or records directly relevant to the Project.

- F. If, prior to final repayment of the Loan, the Borrower sells the equipment or material installed with the proceeds of the Loan or sells the building, facility or system in which the Project has been implemented, then the Borrower shall apply the sale proceeds to repay any remaining balance due under this Agreement in full at the time of such sale. The Borrower shall notify the Energy Commission within five business days of the date on which the Borrower enters into an agreement to effect such transaction. The Borrower shall repay the Energy Commission within 30 calendar days of receiving an invoice from the Energy Commission for the balance due.
- G. In accordance with Section 25415 of the Energy Conservation Assistance Act, the Borrower covenants to take such action as may be necessary to include all payments due hereunder in its annual budget and to make the necessary annual appropriations for all such payments. The obligation of the Borrower to make such payments shall be limited to the savings realized by the Borrower as a result of implementing the Project funded by the Loan.

10. **DEFAULT**

- A. The Borrower's failure to comply with any of the terms of this Agreement shall constitute a breach of this Agreement and an event of default. In such case, the Energy Commission may declare this Agreement to have been breached and be released from any further performance hereunder.
- B. In the event of any default or breach of this Agreement by the Borrower, the Energy Commission, without limiting any of its other legal rights or remedies, may, to the extent permitted by law, declare the Promissory Note evidencing this Loan to be immediately due and payable.

11. **TERMINATION**

- A. **With Cause**

The Energy Commission may, at its option, terminate this Agreement with cause in whole or in part, at any time prior to the funding of the Loan, upon giving five (5) days advance notice in writing to the Borrower. "Cause" includes without limitation:

- 1) Failure to perform or breach of any of the terms or covenants at the time and in the manner provided in this Agreement; or
- 2) Significant change in Energy Commission or State policy such that the work or product being funded would not be supported by the Energy Commission; or
- 3) Reorganization to a business entity unsatisfactory to the Energy Commission.

B. Without Cause

The Energy Commission may, at its option, terminate this Agreement without cause in whole or in part, at any time prior to the funding of the Loan, upon giving thirty (30) days advance notice in writing to the Borrower.

12. REPORTING

- A. Progress reports are due each calendar quarter until Project completion. At a minimum, Borrower shall submit progress reports in accordance with the following schedule:

PROGRESS REPORT SCHEDULE	
For the Period Covering	Report Due Date
January 1 through March 31	April 5 th
April 1 through June 30	July 5 th
July 1 through September 30	October 5 th
October 1 through December 31	January 5 th

- B. A final report is due no later than (sixty) 60 days after Project completion.
- C. The Energy Commission will not process an invoice unless the Borrower's report submittals are up to date.
- D. If requested by the Energy Commission, Borrower shall submit, within ten (10) days after the Energy Commission's written request, a status report on its activities to date, pursuant to this Agreement.
- E. Reports shall be in a format as determined by the Energy Commission.
- F. The Borrower shall submit reports regarding energy savings as described in Section 9.D above.

13. GENERAL TERMS

- A. Indemnification by the Borrower. The Borrower agrees to indemnify, defend, and save harmless the Energy Commission, the State, and their officers, agents, and employees from any and all claims, losses, or costs (including reasonable attorney fees) arising out of, resulting from, or in any way connected with the Loan or this Agreement, or the financing or the operation of the facilities financed with the Loan.
- B. Ownership of Equipment and Material. All equipment and material acquired under this Agreement shall become the property of the Borrower at time of purchase. The Borrower shall obtain and maintain in its records a written waiver of all claims, other than those previously made in writing and still unsettled, from each contractor who supplies goods and services, including management services, in connection with the Project.
- C. Independent Capacity. The Borrower, and the agents and employees of the Borrower, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the Energy Commission or the State of California.
- D. Assignment. Without the written consent of the Energy Commission, this Agreement is not assignable or transferable by the Borrower either in whole or in part. The Energy Commission may assign its rights under this Agreement for security purposes, and in such event the assignee of this Loan Agreement, including the bond trustee of any bonds which may be secured by repayment of this Loan, shall be entitled to enforce the provisions hereof and shall be a third party beneficiary of this Agreement.
- E. Time of the Essence. Time is of the essence in this Agreement. Borrower is required to take timely actions which, taken collectively, move to completion of the purpose for which this Loan was awarded. The Commission Project Manager will periodically evaluate the progress toward completion. If the Commission Project Manager determines that the Borrower is not progressing toward completion within one (1) year after the effective date of this Agreement, the Commission Project Manager may, without penalty or prejudice to any of the Energy Commission's other remedies, terminate this Agreement.
- F. Amendment. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

- G. Severability. In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
- H. Governing Law and Venue. This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. Venue shall be in Sacramento County.
- I. Non-discrimination. During the performance of this Agreement, the Borrower and its contractors and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and family care leave. The Borrower and its contractors and subcontractors shall insure the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Borrower and its contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this agreement by reference and made a part hereof as if set forth in full. The Borrower and its contractors and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. The Borrower and its contractors shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
- J. Incorporation of Energy Conservation Assistance Act. The Energy Conservation Assistance Act, together with any applicable rules, regulations or procedures authorized by such statute, is incorporated by reference in this Agreement.
- K. Borrower Authorization. The Borrower certifies it has full power and authority to enter into this Agreement, and this Agreement has been duly authorized, executed and delivered by the Borrower. The Borrower acknowledges the resolution of its governing body or other official action authorizing it to enter into this Agreement. The Borrower also authorizes such further acts as are necessary, including execution of the Promissory Note, to implement and further the intent of this Agreement.

- L. Prevailing Wage. The Borrower shall comply with Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the Labor Code relating to the payment of prevailing wage for work performed on the Project financed in whole or in part with the proceeds of the Loan.
- M. Funding Eligibility. By signing this Agreement, Borrower certifies it is eligible to receive state funding under all applicable laws, including but not limited to Chapter 2.8 "Project Labor Agreements", of Part 1, of Division 2 of the Public Contract Code.

14. NOTICE

Any notice required to be given to the Energy Commission hereunder shall be sent to the person and address listed under Legal Notices in Exhibit G, Contacts, or at such other address as the Energy Commission may designate in writing to the Borrower. Any notice required to be given to the Borrower hereunder shall be sent to the address shown for Borrower in this Agreement, or at such other address as the Borrower shall designate in writing to the Energy Commission. Notice to either party may be given using the following delivery methods: U.S. mail, overnight mail, or personal delivery, providing evidence of receipt, to the respective parties identified in this Agreement. Delivery by fax or e-mail is not considered notice for the purposes of this Agreement. Notice shall be effective when received, unless a legal holiday for the State commences on the date of the attempted delivery in which case the effective date shall be postponed 24 hours, or whenever the next business day occurs.

**EXHIBIT A
ATTACHMENT 1
BUDGET DETAIL/PROJECT COST AND SAVINGS**

This Loan is made to the City of Trinidad ("Borrower") for an energy savings Project. The Project consists of the energy efficiency measures listed in Table 1 below to be installed at the Town Hall in the city of Trinidad in Humboldt County, CA.

The Table below summarizes the estimated Project cost(s), saving(s) and simple payback(s) for the Project.

TABLE 1: Summary of Project Cost and Savings:

Projects	Annual Electric Savings (kWh)	Annual Natural Gas Savings (Therms)	Annual Energy Cost Savings (\$)	CEC Loan Amount (\$)	Simple Payback (years)*	Project Effective Useful Life (years)**
Installation of a 14 kW _{dc} solar PV array at Town Hall	18,956	-	\$4,360	\$49,280	11.3	17
TOTALS:	18,956	-	\$4,360	\$49,280	11.3	

*The simple payback is based on the Loan amount.

The Borrower shall implement each measure listed in Table 1.

If Borrower does not complete one or more of the measures or deviates from the quantities and specifications listed in Table 1, the Commission Project Manager will calculate the maximum Loan amount supported by the Project. The Loan amount will be determined by the lesser of: 1) multiplying the annual energy cost savings by 11.3 years; 2) total Project costs; or 3) approved Loan amount.

Borrower shall notify the Commission Project Manager in writing if Borrower expects any information in Table 1 to change. Energy Commission staff will advise Borrower of the procedure to approve any changes. Written documentation is required for any changes to the information included in this Attachment.

If the Borrower has received disbursements exceeding the maximum Loan amount supported by the Project, the Borrower shall refund the difference to the Energy Commission within 30 days of notification.

STATE OF CALIFORNIA

STATE ENERGY RESOURCES
CONSERVATION AND DEVELOPMENT COMMISSION

RESOLUTION - RE: CITY OF TRINIDAD

RESOLVED, that the State Energy Resources Conservation and Development Commission (Energy Commission) adopts the staff CEQA findings contained in the Agreement or Amendment Request Form (as applicable); and

RESOLVED, that the Energy Commission approves Agreement 001-19-ECA with City of Trinidad for a \$49,280 loan at one percent interest for a 14 kWdc rooftop PV system. The project is estimated to save the city 18,956 kWh of electricity, resulting in annual energy cost savings of \$4,360; and

FURTHER BE IT RESOLVED, that the Executive Director or his/her designee shall execute the same on behalf of the Energy Commission.

CERTIFICATION

The undersigned Secretariat to the Commission does hereby certify that the foregoing is a full, true, and correct copy of a Resolution duly and regularly adopted at a meeting of the California Energy Commission held on July 15, 2019.

AYE: [List of Commissioners]

NAY: [List of Commissioners]

ABSENT: [List of Commissioners]

ABSTAIN: [List of Commissioners]

Cody Goldthrite
Secretariat

Trinidad City Clerk

From: Mike Avcollie <MAvcollie@redwoodenergy.org>
Sent: Wednesday, November 07, 2018 4:56 PM
To: Trinidad City Manager
Cc: Lou Jacobson; Gabe Adams
Subject: RE: Public Agency Solar Program Feasibility Report

Hi Dan,

I'm glad to hear that this will be on the Council's agenda next week. I am available to attend the meeting to answer questions about the report if that would be helpful.

Your interpretation is correct, approving the Resolution is the next step in the process, and it indicates the Council's desire to continue to work to move the project forward, but it *is not* a final decision about funding or going to construction.

If the Council approves the resolution, RCEA can work with City staff to develop the next steps in the process. In general, the next steps would include:

- Ensuring that the project would comply with CEQA regulations and documenting that the project would comply with the County's General Plan. These two items are part of the funding requirements under the CEC loan program.
- If the project complies with CEQA and the General Plan then the next step would be to secure funding through the CEC.
- If the funding is approved, then the city can pursue building permits and develop bid documents for going to construction.

The real final decision to *borrow* the money and *install* the project is made if, and only if, the City receives and accepts a bid from a qualified contractor that meets the project goals and budget. The City of Trinidad can apply for the CEC loan and even if the loan is approved, the City is not obligated to borrow the money. If bids come in too high or the bidders are not responsive then the City can choose to abandon the project or go to re-bid.

Please let me know if you have any other questions or give me a call if you want to discuss.

Thanks,

Mike Avcollie
Project Manager | Redwood Coast Energy Authority
(707) 269-1700 ext. 353 | www.RedwoodEnergy.org

From: Trinidad City Manager <citymanager@trinidad.ca.gov>
Sent: Wednesday, November 7, 2018 4:28 PM
To: Mike Avcollie <MAvcollie@redwoodenergy.org>
Cc: Lou Jacobson <LJacobson@redwoodenergy.org>; Gabe Adams <cityclerk@trinidad.ca.gov>; Dan Berman <citymanager@trinidad.ca.gov>
Subject: RE: Public Agency Solar Program Feasibility Report

Hi Mike,

I'd like to put this on my Council agenda for a meeting next Weds eve, Nov 14th, at 6 pm.

Feasibility Study of Solar Photovoltaic Options for the City of Trinidad

September 2018

Executive Summary

The City of Trinidad is working with Redwood Coast Energy Authority's (RCEA) Public Agency Solar Program. As part of that work, RCEA performed an analysis of the energy consumption, efficiency opportunities, and solar photovoltaic installation opportunities at four metered locations controlled by the City of Trinidad including Trinidad Town Hall, Trinidad Civic Club, the Fire Hall, and the Water Treatment Plant. The most promising option would be to install one solar PV array at Town Hall that would offset power from the Civic Club, the Fire Hall and Town Hall. This option would take advantage of PG&E's aggregated net energy metering program known as NEM-2A. RCEA believes that a solar PV installation at Trinidad Town Hall would qualify for loan funding under the California Energy Commissions (CEC) 1% interest loan program for qualified efficiency and renewable energy projects.

A 14 kW DC array installed at Trinidad Town Hall could provide the following benefits:

- Offset of 92% of the annual electricity consumption from Town Hall, Civic Club and Fire Hall
- Offset of 99% of the annual electricity bill from the three accounts
- A simple payback period of 11.3 years
- A Net Present Value of savings of \$53,000 *after loan re-payment*
- Greenhouse gas abatement of 28 metric tons over the life of the project

Table 1 below shows a summary of the costs and benefits of the potential solar PV project at Town Hall.

Table 1 Summary of solar PV project option for the City of Trinidad.

Town Hall PV System Summary	
PV System Size (kW DC)	14.1
Annual Energy Production (kWh)	18,956
Estimated System Cost (\$)	\$49,280
First Year Bill Savings (\$)	\$4,608
Estimated Energy Offset from PV (%)	92%
Estimated Bill Offset from PV (%)	99%
Simple System Payback (Years)	11.34
Discounted System Payback at 5% Discount Rate (Years)	15.7
NPV of Savings at 25 Years at 5% Discount Rate (\$)	\$53,514
Savings to Investment Ratio	1.09
Discounted ROI at 5% Discount Rate (%)	9%
Lifetime Avoided CO ₂ emissions (Metric Tons)	28

Introduction

RCEA began working with the City of Trinidad as part of RCEA's Public Agency Solar Program in May of 2018. After an initial kick-off meeting with city staff, RCEA began its analysis of the energy consumption, efficiency opportunities, and solar photovoltaic installation opportunities at four metered locations controlled by the city including Trinidad Town Hall, Trinidad Civic Club, Trinidad Fire Hall, and the Water Treatment Plant.

Electric Load Analysis

RCEA performed an electric load analysis of Trinidad's electric consumption using utility data from the previous 12 months of use covering the period from August 2017 to July 2018. Trinidad receives electric service from PG&E and is enrolled in RCEA's Community Choice Energy program; Town Hall, the Civic Club and the Fire Hall are all on an A-1 time-of-use electric rate. RCEA's and PG&E's electric rates and time-of-use periods used throughout this analysis can be found in **Appendix A** of this document. Table 2 below shows a detailed summary of the annual electric consumption across the four electric meters analyzed in this report.

Table 2 Detailed summary of the City of Trinidad's electric use by metered account.

City of Trinidad Electricity Use Summary							
Site Name	Address	Electric Rate	Total Load (kWh)	Percent of Load (%)	Total Charges (\$)	Percent Charges (%)	Cost/kWh (\$)
Town Hall	409 Trinity St	HA1X	9,714	12%	\$2,132	13%	\$0.22
Civic Club	409 Trinity St	HA1X	10,265	13%	\$2,276	13%	\$0.22
Fire Hall	Trinity St.	HA1X	2,260	3%	\$588	3%	\$0.26
Water Treatment Plant	1313 Westhaven Dr.	HA10SX	59,822	73%	\$12,048	71%	\$0.20
Totals			82,061	100%	\$17,043	100%	\$0.21

Figure 1 below show a visual summary of Trinidad's annual electric bills for four metered locations.

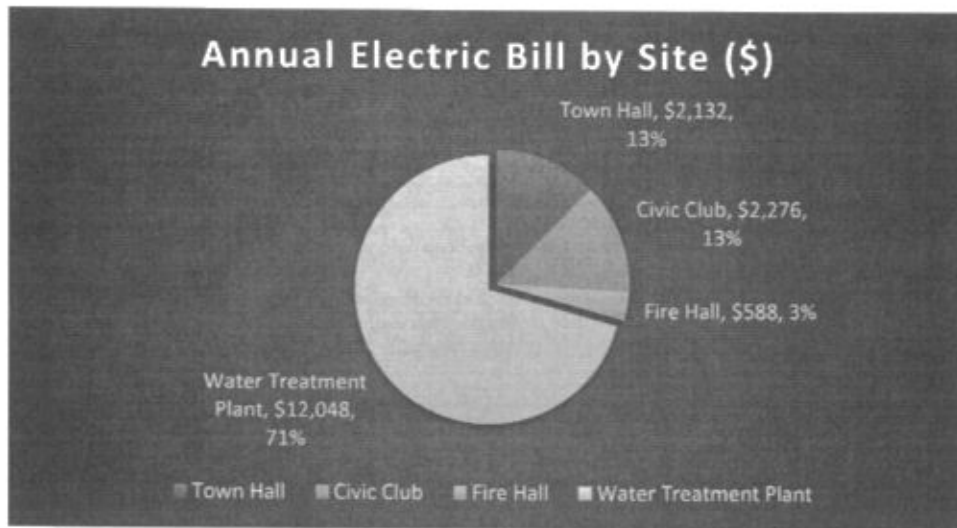


Figure 1 Trinidad's annual electric bill amounts by site.

Town Hall/Civic Club/Fire Hall

There are three electric meters located on or near Trinidad Town Hall that are identified by the following designations: Town Hall, Civic Club, and Fire Hall. Trinidad Town Hall offers the most promising location for a solar PV installation. The roof at Town Hall could be used to install one solar PV array that could offset the electric consumption from all three meters at Town Hall, the Civic Club and the Fire Hall using PG&E's Aggregated Net Energy Metering Program known as NEM-2A. NEM-2A requires that all meters be controlled or owned by one entity and all meters must be on the same parcel or on contiguous parcels. The three meters at or adjacent to Town Hall meet this requirement. Table 3 below shows the annual electric use summary of these three meters.

Table 3 Annual summary of electric use at Trinidad's Town Hall, Civic Club and Fire Hall.

Trinidad Annual Electricity Summary-Town Hall, Civic Club, Fire Hall	
Annual Electric Consumption (kWh)	22,239
Annual Electricity Costs (\$)	\$4,996
Average Electricity Rate (\$/kWh)	\$0.22

Figure 2 below shows the contiguous, city owned parcels that contain the three metered locations included in RCEA's solar site analysis for Trinidad's Town Hall, Civic Club and Fire Hall.



Figure 2 Trinidad Town Hall site map showing contiguous parcels outlined in blue and meter locations marked in red.

Efficiency Opportunities: LED Lighting Upgrade

RCEA performed a lighting efficiency analysis at Town Hall, the Civic Club and the Fire Hall and found that the city of Trinidad could see modest energy and financial savings by upgrading the existing interior T-8 fluorescent lighting to linear LED lighting at the Civic Club. RCEA did not find opportunities for significant savings at Town Hall or the Fire Hall. An LED lighting upgrade could reduce the electrical consumption at the Civic Club by 15%. Table 4 below shows a summary of the available savings from an LED lighting upgrade.

Table 4 RCEA's estimate of savings available from LED lighting upgrade at Trinidad's Civic Club.

Summary of Savings from Lighting Upgrade at Civic Club	
Annual Energy Savings (kWh)	1566
Annual Energy Offset (%)	15%
Annual Bill Savings (\$)	\$330
Monthly Bill Savings (\$)	\$27

Solar Photovoltaic (PV) Site Analysis

RCEA performed a detailed solar site analysis at Trinidad's Town Hall, Civic Club and Fire Hall on July 24, 2018. The Town Hall and Civic Club are housed in a single-story building; the roof has a 7-in-12 pitch (30.5°), the roofing material is composition shingle. The roof is in very good condition; city staff indicated that the existing roof is less than five years old. The south face of the Town Hall roof is oriented 5 degrees west of due south (185°) and has enough open space to host a solar PV array that could offset roughly 90% of the electrical use and 100% of the annual bills for the Town Hall, Civic Club and Fire Hall electric meters combined. A shading analysis was performed using a Solar Pathfinder tool which showed that the total annual shading at this location is less than 2%, making it an ideal solar installation location. California Fire Marshal guidance for solar PV installations require 4' setbacks from gable ends and ridges of the roof. After accounting for shading effects and Fire Marshal setbacks the available area for installation of a solar PV array would be approximately 1,500 square feet. Figure 3 below shows the available area for installation on the roof of Town Hall outlined in blue.

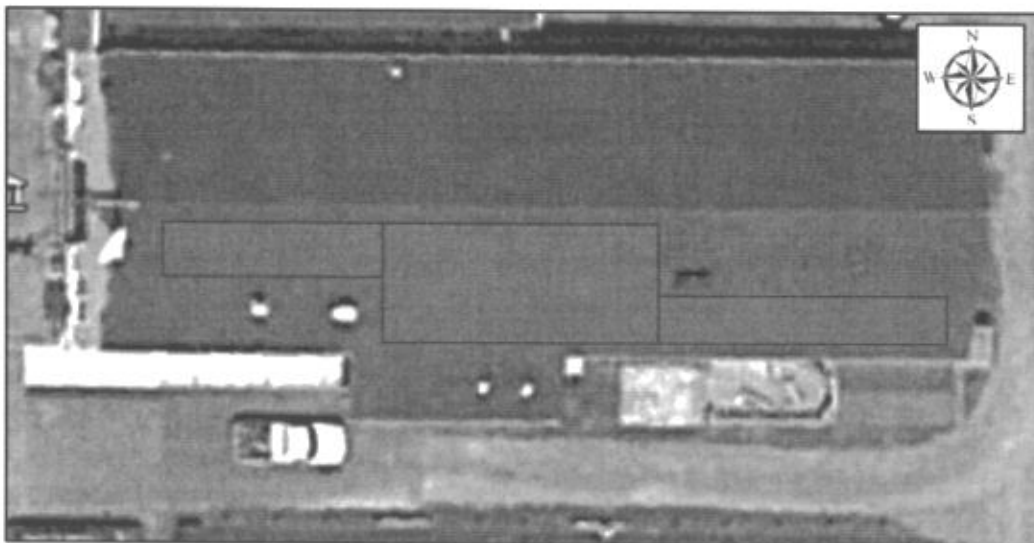


Figure 3 Available roof area for solar PV installation at Trinidad's Town Hall.

Solar Photovoltaic (PV) System Size

RCEA estimates that a 14 kW DC PV array would offset approximately 90% of electric consumption from the Town Hall, Civic Club and Fire Hall meters and 99% of the electric bills after the lighting efficiency work at the Civic Club. The assumptions and inputs used in RCEA's solar PV system sizing calculations can be found in **Appendix B** of this document. Figure 4 below shows the estimated electric usage and solar PV production under the above assumptions.

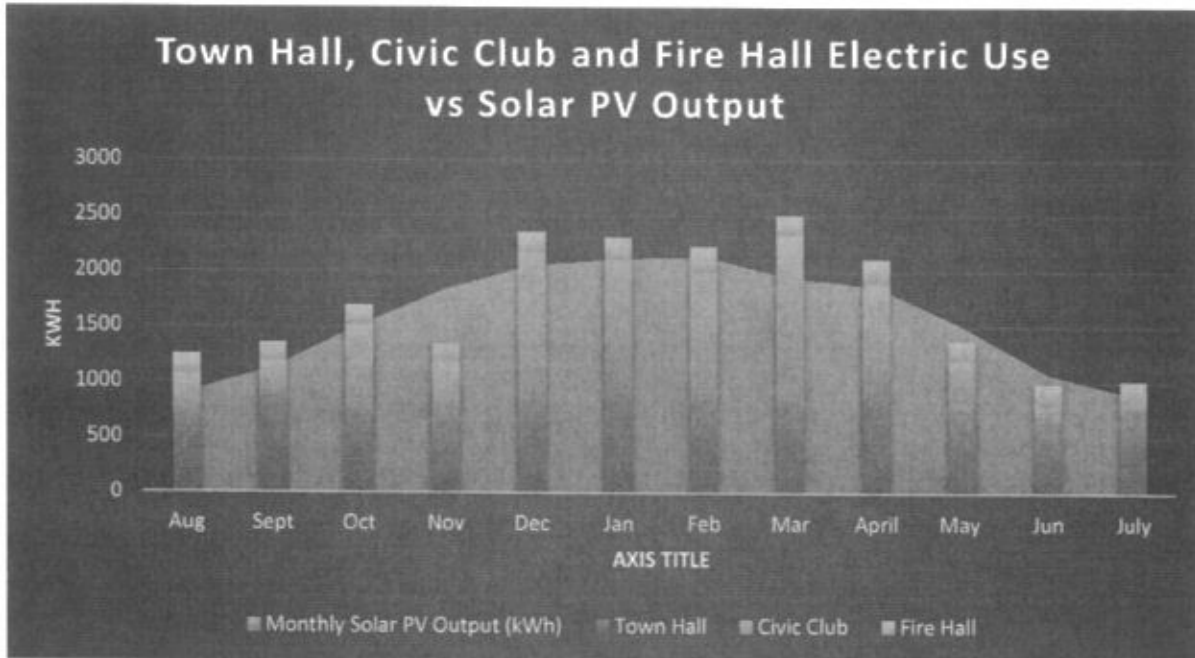


Figure 4 Estimated electric use and solar PV production at Trinidad Town Hall with 14 kW DC solar array.

RCEA's has recent history with solar PV installations for public works projects in California's Proposition 39 program. The average installed price of a PV system, including all labor, materials, engineering, permitting and design has been about \$3.50/DC watt. This would yield a system cost of approximately \$49,000. Table 5 below shows a break-down of the estimated costs for the proposed PV system.

Table 5 Estimated costs for a 14 kW DC solar PV array at Trinidad Town Hall.

PV System Cost Estimate	
PV Modules	\$ 12,320
Inverters	\$ 6,406
Electrical/Structural Balance of Systems	\$ 7,392
Labor	\$ 9,856
Engineering and Design	\$ 4,928
Permitting and Interconnection	\$ 1,478
Overhead and Profit	\$ 6,899
Total Cost	\$ 49,280

Table 6 below shows a summary of the proposed solar PV system including system size, annual production estimate, kilowatt hour offset, and bill offset.

Table 6 PV system summary for proposed array at Trinidad Town Hall.

PV System Summary	
PV System Size (kW DC)	14.08
Estimated System Cost	\$49,280
Annual Energy Production (kWh AC)	18,956
Annual kWh Offset from PV (%)	92%
Annual Bill Offset from PV (%)	99%

Bill Analysis

Any solar PV installation will operate under a Net Energy Metering (NEM) agreement. NEM allows the PV system owner to receive energy credits when the system produces more energy than the building consumes and is charged their normal rates when the PV system produces less energy than the building consumes. RCEA performs a *monthly* “true-up” of generation charges as part of their billing, so energy production credits and debits are reconciled each month. PG&E performs an *annual* “true-up” of transmission and distribution charges that reconciles energy credits and debits on yearly basis. In addition, PG&E assesses meter charges of \$0.32/day per meter, which cannot be offset with solar energy. An estimated annual billing cycle for this potential arrangement at Trinidad Town Hall is shown in figure 5 below.

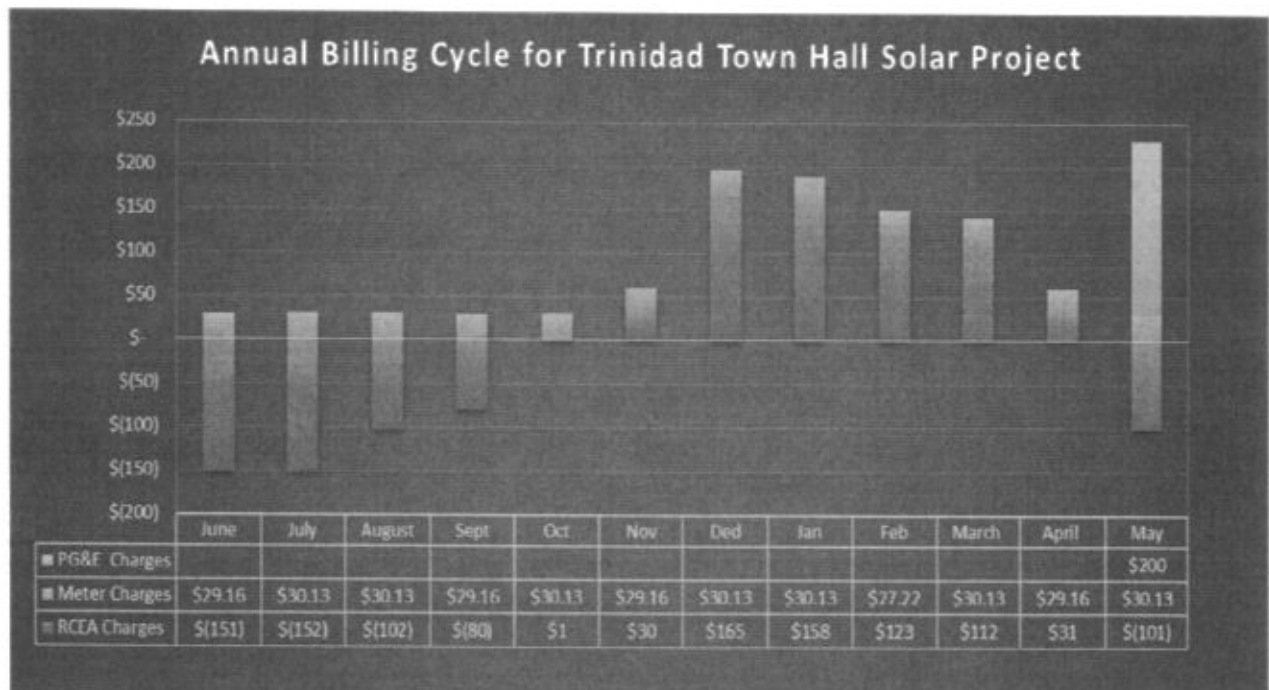


Figure 5 Example of the NEM billing cycle's energy credits and debits for a solar PV project at Town Hall.

Financial Analysis

RCEA performed a financial analysis for the Town Hall solar installation. The assumptions that were used in RCEA's economic modeling can be found in **Appendix C** of this document. Table 7 below shows the results of RCEA's economic analysis of a 14 kW DC solar PV array at Trinidad's Town Hall.

Table 7 Financial analysis of a 14 kW DC solar PV project option at Trinidad Town Hall.

Town Hall PV System Summary	
PV System Size (kW DC)	14.1
Annual Energy Production (kWh)	18,956
Estimated System Cost (\$)	\$49,280
First Year Bill Savings (\$)	\$4,608
Estimated Energy Offset from PV (%)	92%
Estimated Bill Offset from PV (%)	99%
Simple System Payback (Years)	11.34
Discounted System Payback at 5% Discount Rate (Years)	15.7
NPV of Savings at 25 Years (\$)	\$53,514
Savings to Investment Ratio	1.09
Discounted ROI at 5% Discount Rate (%)	9%
Lifetime Avoided CO ₂ emissions (Metric Tons)	28

Wastewater Treatment Plant

RCEA performed a preliminary solar site assessment of Trinidad's Water Treatment Plant on July 24, 2018. This initial assessment found that the WTP does not have enough available unshaded area to host a solar PV array. Using a Solar Pathfinder tool at the site revealed that, at the best possible location, the site is shaded 90% of the time. Figure 6 below shows a photo of the Solar Pathfinder with unshaded area outlined in red and an aerial photograph of the city owned parcels at Trinidad's WTP showing limited open space. RCEA will continue to work with the city to identify pump efficiency projects that are eligible for incentives that could reduce the electric load and operating costs at the WTP.

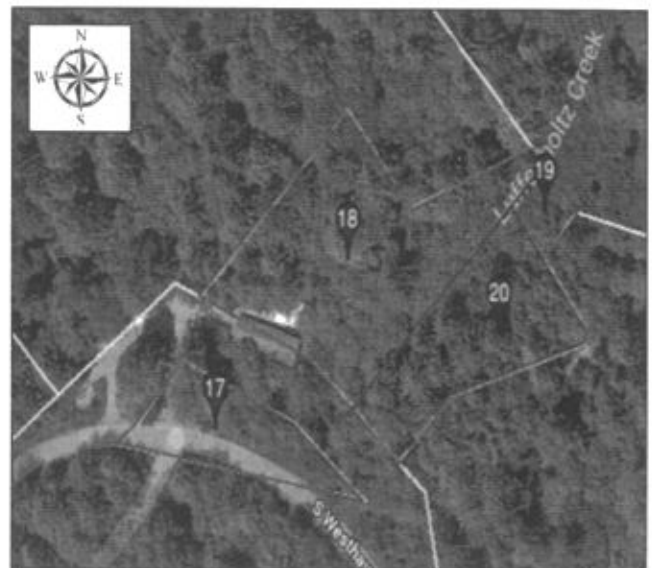


Figure 6 Photo of Solar Pathfinder tool used in shading analysis and aerial imagery of city owned parcels.

Findings

Based on the analysis of the potential project option outlined above, RCEA finds that a solar PV installation at Town Hall is possible and would likely meet all the requirements of the CEC's 1% interest loan program for eligible renewable energy projects. Projects with a simple payback period of less than 17 years are eligible for the 1% interest loan. RCEA's initial assessment indicates that a solar PV installation at the Water Treatment Plant would not be feasible. There is not enough unshaded available area to install a solar PV array at the WTP or at any of the neighboring city owned parcels.

The City of Trinidad could see significant economic benefits from enacting a solar PV installation at Town Hall in conjunction with the lighting efficiency work at the Civic Club. RCEA's analysis of these sites indicates the project would meet the requirements of PG&E's NEM-2A program which allows for the installation of one solar array (at Town Hall) that would offset the electricity from qualified benefitting electric accounts (Town Hall, Civic Club and Fire Hall).

Next Steps

If the City of Trinidad resolves to move forward with a solar PV project, RCEA will be able to prepare the technical documents required of the CEC loan application. The next steps for Trinidad to pursue if this project is to move forward are:

- Secure City approval
- Begin planning, permitting, and basic design
- Prepare CEC 1% loan application with RCEA assistance

Appendices

Appendix A: A-1 electricity rate schedule used for solar PV feasibility analysis.

Table 8 A-1 time-of-use electric rate schedule.

A-1 Time of Use Electric Rates						
Season	PG&E Delivery Rate	RCEA Generation Rate	Total A-1 Rates	Months	Days	Time
Summer Peak	\$0.128210	\$0.135645	\$0.263855	May-Oct	Mon-Fri	12pm-6pm
Summer Part-Peak	\$0.128210	\$0.112704	\$0.240914	May-Oct	Mon-Fri	8:30am-12:00pm AND 6:00pm-9:30pm
Summer Off-Peak	\$0.128210	\$0.086175	\$0.214385	May-Oct	Mon-Fri Sat- Sun	9:30pm-8:30am All Day
Winter Part-Peak	\$0.110270	\$0.112520	\$0.222790	Nov Apr	Mon-Fri	8:30am-9:30pm
Winter Off-Peak	\$0.110270	0..0922276	\$0.110270	Nov Apr	Mon-Fri Sat- Sun	9:30pm-8:30am All Day

Appendix B: Assumptions and inputs used in RCEA's solar PV system sizing.

Table 9 Assumptions and inputs for PV system analysis for the City of Trinidad.

PV System Sizing Inputs	
Array Orientation (Degrees)	185
Array Tilt (Degrees)	30.5
Average Daily Insolation (kWh/m2/day)	4.56
Inverter Efficiency (%)	97%
De-rate Factor (Soiling, Wire Loss, Mismatch) (%)	10%
Shading	0%
Average Operating Cell Temperature (°C)	40
Temperature Coefficient of Power (/°C)	-0.0037
Module DC Rating (Watts)	320
Manufacturer Power Guarantee (%)	98%

Appendix C: Assumptions and inputs used in RCEA's financial analysis.

Table 10 Assumptions and inputs for financial analysis of solar PV installation for the City of Trinidad.

Financial Analysis Assumptions	
Inflation rate	2%
Discount rate	5%
Electricity escalation rate	4%
Added maintenance	0.3%
Annual PV production degradation rate	0.5%
Percentage of electricity cost not due to peak demand	85%
Cost to replace inverter at year 15	\$0.30/watt
System price	\$3.50/watt



DISCUSSION AGENDA ITEM 5

SUPPORTING DOCUMENTATION FOLLOWS WITH: 0 PAGES

5. Discussion/Decision regarding Request for Expeditious Response and Enforcement of STR Complaints

No supporting documentation was made available for this item at the agenda deadline.